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The Solicitors' Journal.

LONDON, NOVEMBER 16, 1867.

WE HAVE seen a statement which has appeared in some of our contemporaries to the effect that Vice-Chancellor Wood contemplates resigning his office at the close of the year. We are aware that a rumour to that effect gained some currency in the profession just before the last long vacation, and we believe the statement in question to have been founded in a rumour and nothing better.

WHEN ARE WE to expect that the mine of difficulties contained in the Companies Act, 1862, will have been explored and exhausted? It is said that a new vein has recently been discovered in the course of winding-up some companies, whose debts have been found so large, and whose existing shareholders so poor, that it will become necessary to resort to past members for contribution. Without entering on a long discussion of the difficulties which may arise from this state of facts, we can give an idea of some of them by the following example:—A., the holder of shares not fully paid up in a limited company, transfers them to B. within a year before the winding up. A compromise is made with B. under the 160th section in respect of his liability for calls. Can the company, after A.'s name has been settled on the list of contributors as a past member, make and enforce a call on him for the amount remaining unpaid on the shares, and, if so, will A. have any remedy against B. for recovering the same in the winding up or otherwise? We believe that this question will have to be answered, and the relative position of A. and B. determined, entirely from a consideration of the Act of 1862, for the peculiar relation created by that Act between shareholders and their creditors will prevent our safely applying the general principles of the law of partnership or reasoning by analogy from corresponding provisions of previous Acts. At the same time it may be useful by way of contrast to notice some of these provisions. Thus, under the Act 7 & 8 Vict. c. 110, we find that a creditor might proceed indifferently to issue execution against present shareholders and persons who had ceased to be shareholders within the three preceding years, although as to the latter only for liabilities incurred before they respectively ceased to be shareholders, (section 67), but the victim selected had a right to recover contributions from all the persons who were liable to a similar attack, (section 68). Again, the Joint-Stock Companies Act, 1856, treated persons who had ceased to hold shares in a limited company within one year as existing shareholders for the purpose of contribution, (section 63), but laid down as the rule for determining the liability of existing and former shareholders *inter se* that the transferee should indemnify the transferor against all calls made or accrued due on the shares subsequently to the transfer, (section 66). Now the distinctive character of the Act of 1862 is, that this coequal liability to creditors of past and present members, whether arising on a judgment obtained against the company or under the winding up, attended as a necessary conse-

quence with an obligation on the part of the transferee of shares to indemnify his transferor, has been taken away, and shareholders in companies subject to the provisions of that Act being now treated as only liable to creditors in the order in which they would have been in equity liable *inter se*, we are inclined to think that there is no longer any implied contract of indemnity between them, and that in fact the transferee does not guarantee his solvency to the transferor. If this is so, and their liabilities to contribute are independent, it will follow that a compromise with a transferor or transferee will not discharge the other, except as to the amount actually paid, although the form appended to the general order, 11th November, 1862, may have been followed, and the right to enforce calls against him should not have been expressly reserved. As, however, the transferor, whose transferee has been compromised with, and all the other rear rank men, if we may so term them, whose front rank men are not to be depended on, would be affected by a compromise on too easy terms, they ought no doubt either to have the liberty of attending the proceedings at their own expense, or to be represented under the 61st rule of the above order, and the Master of the Rolls having held in a recent case that the list of past members cannot be settled until the court is satisfied that the existing members are unable to satisfy the contributions required from them, such past shareholders not being until then contributories, it may be doubted whether a final compromise could be effected with any transferee of shares until his transferor had been settled on the list, supposing that in the event recourse to the latter becomes necessary.

Before leaving this subject, we may mention that there is some obscurity in the incorporation of the provisions of section 5 of the Companies Act, 1867, with section 38 of the old Act, it not being directly stated whether the new unlimited liability which may be imposed on directors under section 4 of the recent Act is to be resorted to before or after contribution has been required from past members. We have no doubt, however, that in companies which may avail themselves of that section, the extraordinary right of contribution is only to be used in the last resort.

ONE MODE in which the Metropolitan Streets Act, 1867, proposes to do away with obstructions is by preventing the exposure for sale, or otherwise, of goods upon any part of a street over which the public have, or claim, a right of way. It is good in principle that such obstructions should be removed, but so far as can be foreseen, the attempts to remove them will most likely lead to litigation. In many districts of London large portions of what would seem to belong to the footway are appropriated by the owners of adjoining shops for the purpose of exposing thereon the contents of those shops. The sixth section of the Act provides that no goods shall be allowed to rest on any footway, or be otherwise allowed to cause obstruction or inconvenience to the passage of the public for a longer time than may be absolutely necessary for loading or unloading.

Various parts of London, removed but a short distance from its centre, exhibit whole streets, the footways of which are covered as to about half the extent, with the goods of the occupiers of the various adjacent shops. Some of these streets impress one with the idea that the houses were originally erected with the ordinary London ditch, commonly called a front area, to each, and that with a view to procure space for the purpose of exhibiting goods, these areas have all been covered in and paved over. Most of the spaces so obtained are, during the whole day time and a great part of the night, covered with the contents of the shop behind, and comprise about one-half of the footway. Intervals however do occur, and there may be seen several houses, the space in front of which, although paved over, is left for the free use of the public.

Now the question to be solved is, whether the goods so exposed are an obstruction to the footway proper, or

whether the public never had a right of way over the land so used. It might as to those places which are used for the exposure of goods for sale, be argued, that if the public have a right of way over them, it is subject to the easement claimed by such exposure, but as to those parts which have not been so used, it may be argued that the footway is, or ought to be, continuous, and that if there is an uninterrupted right of way over the one, no easement can be set up to prevent the absolute right over the other.

An alarm has gone forth—and we believe not without foundation—that the police intend to cause all such obstructions to be removed. As an interpretation of the clause of the Act already quoted, it is provided that "the surface of any space over which the public have the right of way, that intervenes in any street between the foot-way and the carriage-way, shall, notwithstanding any claim of any person, by prescription or otherwise, to the deposit or exposure for sale of any goods or other articles on such surface, be deemed to be part of the foot-way." That is to say that any space between the foot-way and the carriage-way is to be deemed to be the foot-way; but this does not include the whole space between the houses and the carriage-way. There are, we believe, localities in Islington and elsewhere to which this interpretation clause will apply, but there are many more places to which it would have applied, if worded so as to include the whole of the paved space between the houses.

And there are many reasons why the Act should have been made so applicable. In consequence of the rumour referred to—or more probably of a police notification—the shopkeepers, in some of the neighbourhoods where this system of exposing goods most extensively prevails, have, within the last few days, attempted to establish what they consider their right to the space in front of their houses by erecting an iron rail extending from the house down to the edge of what they consider to be the legitimate footway. By this means a space, which, in some cases, was open to the public, is obstructed, and anyone desirous of walking along close to the houses is prevented from doing so. We hear already of several accidents having occurred by reason of foot-passengers stumbling over these rails in the night time—for it must be understood they are erected on places which, for a large portion of the twenty-four hours of the day, were free from all obstruction. It is hardly to be expected however that those who have thus set up a claim to these portions of the footway will allow the railings to be removed without resort to a court of law to protect their supposed rights.

ANOTHER VERY IMPORTANT real property point is now before Lord Chelmsford. It may be remembered that in *Dady v. Hartridge*, 6 W. R. 834, Vice-Chancellor Kindersley decided, the case being one of the first impression, that since the Wills Act a residuary devisee of realty is no longer to be regarded as specific. The Master of the Rolls subsequently adopted the same view in *Rotherham v. Rotherham*, 7 W. R. 368, and also in a later case, but Vice-Chancellor Stuart, in *Pearmain v. Twiss*, 8 W. R. 329, and *Clark v. Clark*, 13 W. R. 735, decided the other way. Last year Vice-Chancellor Kindersley, in *Hensman v. Fryer*, 14 W. R. 983, followed his own decision in *Dady v. Hartridge*. *Hensman v. Fryer* is now on appeal before the Lord Chancellor, the argument took place on the 9th and 11th ult., and his Lordship has reserved judgment. The point involves the important question whether or no a general pecuniary legatee can marshall as against a residuary devisee of realty.

THE ADJOURNED WINDING UP PETITION in the matter of the Royal Bank of Liverpool came again before Vice-Chancellor Malins yesterday (Friday), when an order was made to continue the voluntary winding-up under the supervision of the court, the order to be dated on Friday next, without further discussion.

THE QUESTION of the construction of the fifth section of the County Court Act has not yet been decided. We understand, that this arises from the fact of two rules having been granted, and some misunderstanding having taken place as to which rule should be argued, the parties in such case being apparently desirous of having the question decided at the expense of the parties to the other rule. The cases were mentioned to the Court yesterday (Friday), and we believe some arrangement will be made to have them disposed of shortly.

WE CALLED attention some time since to the provisions of the Companies Clauses Consolidation Act, 1845, which enable an execution creditor of a company established under that Act to proceed against any shareholder of the company, and we pointed out that the Act provided against the shareholder being called upon to pay more than the whole amount for the time being not paid up on his shares. In a case, however, which was heard by the Court of Queen's Bench last week, a creditor of the Dublin Trunk Connecting Railway Company attempted to make a shareholder of the company liable to pay him the amount not called up on his shares, notwithstanding that amount had already been paid to another execution creditor. It was not seriously argued that the shareholder was bound to pay the money twice over, and the only point really was that the shareholder ought not to pay under less compulsion than an actual execution, and that inasmuch as the shareholder in the particular case had been content with the service on him of a writ of *scire facias*, the receipt of the creditor at whose suit the writ was issued did not discharge him from his liability. We are glad to see that the court decided without hesitation in favour of the shareholder, and did not yield to the arguments argued by the creditor's counsel, that the point ought to be reserved to be decided on formal pleadings, but at once discharged the rule *nisi*, for the issue of another writ of *scire facias*. The Lord Chief Justice remarked that it was a monstrous proposition, that where, as in the case before the court, no doubt could be thrown upon the honesty and *bona fides* of the shareholder in making the payment to the first execution creditor, he was to be left to undergo litigation, to establish his right to exemption from a claim which he had already fully discharged. Though the Court, on the ground of the point being wholly a new one, did not give the shareholder his costs, we presume that any creditor making a similar application, will not be allowed to fail on such easy terms. The judgment of the Court is conclusive on a point as to which there ought to be no doubt in the minds, either of shareholders or creditors of railway companies, and as it had been mooted without being argued in other cases, we cannot be sorry that it has been fully discussed. The result confirms the view we expressed as to the judges' construction of the Act.*

SIR TRAVERS TWISS will take the chair at the first meeting of the Department of Jurisprudence and Amendment of the Law of the Session 1867-8, to be held on Monday the 18th.

WE ARE NOT SURPRISED that an application should have been made to Mr. Justice Blackburn at Manchester, under the 30 & 31 Vict. c. 35, s. 5, to allow the costs of the witnesses called for the defence at the recent trials. But it appears to have been made in an incorrect form. The costs of witnesses, who had been called on the part of prisoners who were *acquitted*, were applied for, and were properly refused by the judge. Whether such costs should be allowed or not has nothing whatever to do with the decision to which the jury may come too on any particular case. The language of the Act is as follows:—"The court before which any accused person shall be prosecuted, or tried . . . is hereby

* *Supra*, 11 S. J. 827.

authorized and empowered, *in its discretion*, at the request of any person who shall appear before such court on recognizance, to give evidence on behalf of the person accused, to order payment unto such witness so-appearing, such sum of money as to the court shall seem reasonable, and sufficient to compensate such witness for the expenses, trouble, and loss of time he shall have incurred or sustained, in attending before the examining magistrates, and at or before such court."

The question, therefore, in each case in which costs of a prisoner's witnesses are applied for, is not whether the prisoner is acquitted or convicted, but whether the Court in its discretion considers that the witnesses were proper and trustworthy. It must also be noticed that unless bound over to appear no prisoner's witnesses can have their expenses paid by the prosecution, however trustworthy they may turn out to be, and however important their testimony may be to the proper administration of justice.

Mr. Justice Blackburn appears to have felt great difficulty in exercising the discretion cast upon him by the statute. "The Legislature," he observed, "in passing the Act, contemplated ordinary cases where only a few witnesses were required, but the machinery broke down in such a case as the present, where there were some seventy or eighty witnesses." If the mere number of witnesses prevents the proper application of the Act, we may conclude that the Act itself requires amendment. Another difficulty occurred to the learned judge which certainly deserves the attention of the Legislature. Suppose a witness is bound over to appear at the trial for a prisoner and it eventually proves unnecessary to call him—is he to have his expenses? It would seem unjust to deprive him of them, but the granting of them is made to depend on the discretion of the presiding judge. How can he exercise that discretion unless he hears and sees the witness. It is obviously impossible for him to do so. We fully concur with Mr. Justice Blackburn that "he could not grant costs where witnesses had not been called." Yet the hardship of such a state of things is really considerable. The witness is bound to be in the assize town. Surely he is entitled to some reasonable compensation. The remedy for the grievance, which at present he undoubtedly suffers if he is not called, would be to give costs of all witnesses bound over to attend sessions or assizes, whether called or not. The magistrate's duty is not to bind over any immaterial or improper witness. But if he does, why should the loss of time and money fall on the witness's head? It should be sufficient evidence of his respectability and of the possible importance of his evidence that a magistrate has made his appearance imperative. His costs ought not to be the subject of a judicial discretion which circumstances may render the judge unable to exercise.

The Act of last session was unquestionably a step in the right direction. It gives innocent persons accused of crime a new facility for establishing their innocence, and prevents a guilty man from offering false excuses. How often have such of our readers as are familiar with Crown practice heard a prisoner (or his counsel) pathetically appeal to the jury on the hardship of his being unable to pay the expenses of witnesses from a distance, whose evidence might have proved his innocence? and how frequently has such an appeal been in reality "mere moonshine!" It can no longer be made with effect, for any prisoner can now produce his witnesses before the local magistrate who commits him for trial, and if their evidence is worth anything, they will be bound over to attend on his trial. But having made this salutary provision *in favorem innocentie*, care should be taken that the witnesses themselves do not suffer. It is no light matter for a man to be brought to an assize town from a distant part of the country, without a certainty of reasonable compensation. He is entitled to demand it as a right, if he is compelled by law, to be in attendance.

THE MAYOR'S COURT.—No. II.

The ordinary case of attachment is when goods or money are in the hands of a third person, but there may also be an attachment of goods, &c., in the hands of the plaintiff himself. There can be no attachment of goods, &c., in the defendants' own hands, but there is a process called sequestration, by which a plaintiff may obtain an attachment of goods, &c., belonging to the defendant, if the defendant has abandoned them. This process, as may be imagined, can very rarely be made use of.

Until very recently there was some doubt as to the extent of the jurisdiction of the Mayor's Court in cases of foreign attachment. The ordinary jurisdiction of the Court, although unlimited as to the amount of claim, is yet limited by the rule that the subject-matter which raises the gist of the action must have arisen within the local limits of the city, within which place only the Court can exercise its jurisdiction. It has, however, been contended that the jurisdiction in the proceedings in foreign attachment is more extended than the ordinary jurisdiction, and that foreign attachment might be issued although the plaintiff's debt had not been contracted within the city. This important question has been lately set at rest by the decision of the House of Lords in *Mayor, &c., of London v. Cox*, 16 W. R. 44. In this case an attempt was made to establish an unlimited jurisdiction in cases of foreign attachment, neither the original debt nor the debt due from the garnishee having been contracted within the city of London, nor did the plaintiffs, the defendant, or the garnissees, reside or carry on business within, nor were any of them citizens of, London. The notice of attachment was served upon one of the garnissees, who were partners in business, while he was casually in the city for a temporary purpose. It was argued for the plaintiffs that although there was no jurisdiction to sue for the original debt, yet as the garnishee was within the city at the time of the service of the notice of attachment upon him, the Court had jurisdiction in the matter, and could thus indirectly, by means of foreign attachment, compel payment of a debt in respect of which it had no direct jurisdiction. The jurisdiction contended for would, therefore, in the words of Pollock, C.B., giving judgment in the Court of Exchequer in this case (2 H. & C. 402), amount to this, that "anyone owing money to another, if he casually enter the city, is subject first to a warning to pay, though his creditor has not sued him or desired payment, and, on his next visit, to an execution for the amount of the debt he owes, which amount is handed over to the person suing his creditor without any proof of the debt." In the House of Lords this claim to so extended a jurisdiction has been finally negatived. The House affirming the unanimous judgments of the Courts of Exchequer and of Exchequer Chamber decided against the plaintiffs, holding that the process of foreign attachment can only be duly resorted to when the cause of action arose within the jurisdiction of the court from which it issues; and further, that a debt due from a third person to the defendant cannot be attached unless the debt accrued within the city, or the third party is a resident within the city.

It will be seen from this account of foreign attachment that it differs very much from the attachment of debts which may be obtained in the Superior Courts by a judgment creditor against a debtor of the judgment debtor. This mode of obtaining payment of a judgment debt is given by the Common Law Procedure Act, 1854, ss. 60—66, but it is only available after the creditor has obtained judgment against his debtor. It affords, therefore, no security to the plaintiff during the course of the action that his claim, if established, will be paid. It also follows, as a consequence of the attachment under the Common Law Procedure Act, 1854, not being available until after judgment, that such attachment only extends to debts, and cannot affect goods against which the judgment creditor has his remedy by issuing a *fi. fa.*

Much difference of opinion has existed, and still exists, as to the utility of this procedure by foreign attachment. It is undoubtedly useful in many cases where the plaintiff merely seeks to establish a valid claim, as he can thus in the city of London at once get security that he will not lose the fruits of his action. On the other hand it would seem that this proceeding might be made use of in a way that would be extremely harsh and oppressive to a defendant who had good grounds for disputing the plaintiff's claim. Whichever be the correct view, whether the procedure at Westminster or in the city of London be the more expedient, it is pretty clear that an alteration ought to be made in the one or the other. It is almost impossible that both courses of procedure should be equally beneficial, and one may well ask now whether the time has not come when, in the words of Willes, J., delivering the opinion of the judges to the House of Lords in the case before cited, "the judicial customs of London shall either be abolished as antiquated, or extended to all other courts as beneficial."

PRESUMPTIONS OF LIFE AND DEATH.—No. II.

In our last article on this head we ran through the principal cases bearing on the presumption of survivorship in the case of persons perishing by some common calamity. The results may be summed up very briefly, as follows:—

The presumptions of the civil law in such matters are unknown to the English law, and in the absence of evidence as to the circumstances of the parties death, the Court will draw no inference from their respective ages or sexes, but will simply arrive at no conclusion whatever in the matter; and will not, in the absence of evidence, presume the parties to have died simultaneously.—The Court in such cases requires something more than mere ground for conjecture, and will very hardly draw any inference merely from the robustness, &c., of the parties.—Administration will be granted to the next of kin of either.—Where any title to property depends upon either party "dying in the lifetime of," or surviving the other, in the absence of evidence justifying presumption, the contingency will be taken as not having occurred, and the title will be defeated, and that even although both survivorships may favour the same title.

We now come to a more numerous class of cases,—those in which the difficulty arises from the uncertainty respecting the fate of some individual who has disappeared and left no trace. And first, as regards administration. In cases such as these it is of course impossible for the party seeking to administer to state the date of the death. That requirement is accordingly dispensed with, but the Court requires that proper enquiries should have been made, and especially that advertisements should have been issued. Where, however, the circumstances are such as to raise a very strong probability that the missing individual perished in a particular manner, advertisements will be dispensed with: as for instance. *In the goods of Norris*, 6 W. R. 261, where a man sailed, in 1856, in a ship which was never afterwards heard of, and was supposed to have founded in a certain hurricane, Sir Cresswell Cresswell, in 1858, dispensed with advertisements as unnecessary where there was so strong a ground for supposing that the party had died at a particular time. In another case administration was refused to the estate of a man who had sailed but five months previously in a ship which had not since been heard of, and was considered (even by the underwriters, it was alleged) as having been lost in a hurricane which occurred about five weeks afterwards: in this latter case, the Court considered the application as having been made too soon.

Where cases of this kind come before the Courts of Common Law and Equity, there are two principal questions which may arise out of each case. (1) Is the missing party to be presumed dead? (2) Where may he be considered to have died? Naturally enough the Court of Equity engrosses most of these cases,—most commonly in the form of petitions for the payment out

of Court of funds to which the missing party is, or is presumed to be, entitled.

With reference to the first question, the presumption of law which presumes that a man who was alive at a certain date has continued to live (*Rex v. Inhabitants of Harborne*, 2 B. & Ald. 386) may be rebutted by evidence, or a counter presumption. And where a man has disappeared, and has not been heard of for more than seven years, the law (in the absence, of course, of evidence rendering this hypothesis improbable) will presume him dead at the end of the seven years. This presumption seems to have been adopted by analogy from the statute 1 Jac. I, c. 11, the 12th section of which excepts from the penalties of bigamy any person whose husband or wife shall have been beyond seas, or continually absent, for seven years, the one not knowing the existence of the other, and that of 19 Car. II, c. 6, the second section of which enacts that *cestui que vies*, disappearing for more than seven years, shall be accounted as dead: (upon their re-appearing, however, the person entitled is to recover with interest). Mr. Best has suggested, in his work on Legal Presumption, that the particular number of seven years may have been adopted in these statutes from still older cases, and cites one or two cases in support; they do not, however, much corroborate this view, and as this legal presumption is now well settled, it is of very little importance to consider its origin. In *Watson v. England*, 14 Sim. 27, Shadwell, V.C. made some observations which have very frequently been relied on by counsel arguing against the presumption, he said: "The old law relating to the presumption of death is daily becoming more and more untenable. For, owing to the facility which travelling by steam affords, a person may now be transported in a very short space of time from this country to the back-woods of America, or to some other remote region, where he may never be heard of again." This argument, however, cuts both ways, for there is the same facility for returning which there is for going; and the fact of that facility having led to no return, and the increase of the means of communication having brought no tidings, affords a presumption quite as strong as before, that the missing party is dead. It must be remembered, however, that the Court is not bound to presume death after seven years' silent absence; and if there be, from the nature of the case, a probability that the missing party, if alive, would abstain from communication, it will decline the presumption. Thus, in the case last cited, where a girl of 17 had left her home, and a short time afterwards (in 1814) wrote from Portsmouth, saying that she meant to go abroad, the Vice-Chancellor, in 1844, disallowed the master's finding that she had died in 1821, saying that it was reasonable to suppose that she had been concealing herself all along, and never meant to return, thus rebutting the natural inference arising from her absence. Similarly there may be cases in which the circumstances create a strong probability that death has occurred at a certain period *within* the seven years; as, for instance, where the party sailed in a ship which was never heard of after a particular storm. In such cases there would be fair evidence for a party to presume death at that date. (See *Paterson v. Black, Park on Ins.* 919. See also two other important cases before juries—*Doe v. Jesson*, 6 East, 85, and *Nepean v. Doe*, 2 M. & W. 910.)

There is also the question of the date at which the death may be presumed to have taken place; and it occasionally happens that the case hinges upon the question whether or no the missing party has survived a particular date, most commonly that of the death of some testator. If more than seven years elapsed between the party's disappearance and the testator's death, then, in the absence of other evidence, he would be presumed to have died in the testator's lifetime; where, however, the testator dies within the seven years, a further difficulty comes in. This seven years' presumption relates only to the fact of death, and has no reference whatever to the

date of death; that is matter for separate consideration and elucidation. Nor is there any presumption that the party died in the last day of the seven years. *Nepean v. Doe (ubi sup.)* In *Webster v. Birchmore*, 13 Ves. 363, J. H., when last heard of, was in very bad health, and was to have returned in six months. Twenty-three years afterwards the question arose whether or no J. H. had survived a person who died five or six years after he himself was last heard of. Lord Erskine presumed against the survivorship. In *Nepean v. Doe (ubi sup.)*, Lord Denman thought that the probability was of death some time before the end of seven years. In *Lambe v. Orton*, 8 W. R. 111, the question was, whether W. O., who left his home in 1827, and had never since been heard of, had survived a testator who died in 1831. Kindersley, V.C., presumed in favour of the survivorship, saying, however, that he was not in favour of the death having occurred on the last day of the seven years, but a considerable time (he could not say how long before-hand). In *Dunn v. Snowden*, 11 W.R. 160, the same Vice-Chancellor presumed a man who disappeared in January, 1848, to have survived May, 1851, and in *Thomas v. Thomas*, 2 Dr. & Sm. 303, his Honour refused to presume that a man who had disappeared in 1856 had not survived a testator who died in 1859, saying "Certainly, taking the period of three or five years from the time when he was known to be alive, unless there is something known to the contrary, the Court will hold that he was alive at the end of the three or five years." And in *Re Benham's Trusts*, 15 W. R. 741, Malins, V.C., in the case of a man who disappeared in 1854, the testator in the case dying in August, 1860, presumed the missing man to have survived the testator, the *onus* being on those who maintained the contrary to show that he had died earlier. In *Re Creed*, 1 Drew. 237, W. O. having been last heard of in New York, in 1831, and a person having made some enquiries there, but nothing further having been done, Kindersley, V.C., the question being whether or no W. O. had survived a man who died early in 1838, said the information was insufficient to justify any conclusion either way.

The last consideration is the precautions which the Court adopts for the protection of the missing individual in case he should ultimately reappear. Most of these cases occur at Chancery, and that Court is very chary of allowing the principal of the fund to be dealt with in such cases, and is accustomed to require an undertaking, or sometimes recognizances, from the recipients, binding them to replace it on the reappearance of the missing party. In *Dowley v. Wingfield*, 14 Sim. 277, an undertaking was required from the personal representatives of a man who had not been heard of for ten years. In *Bailey and Drummond*, 7 Ves. 590, recognizances were required. In *Re Milcham's Trusts*, 15 Beav. 507, the Master of the Rolls, seven years after a man's disappearance, refused to deal with the principal, but allowed the income to be received by his children on their giving an undertaking.

The Court of Chancery is also particular in requiring that enquiries should have been made and advertisements issued; and the latest case, *Re Allin's Legacy*, 15 W. R., 1164, where a man had disappeared in 1853, it being supposed that he had gone to Australia, and personal enquiries had been made both there and in England, but no advertisements had been issued, Malins, V.C., ordered the case to stand over for the issuing of advertisements both in England and Australia.

The case of *Lord Woodhouselee v. Dalrymple*, 9 W. R. 475, states that, an order of the Court of Chancery for the payment of a fund to a petitioner, is no protection to the Commissioners for the Reduction of the National Debt, in event of a missing party reappearing.

We have now gone through the principal cases bearing upon this subject, which, if not of the first importance, is still one which frequently occurs in practice, and some of our readers may perhaps thank us for saving them the trouble of searching the reports and text-books for information.

RECENT DECISIONS.

EQUITY.

WHAT IS NOTICE?

Lloyd v. Banks, M. R., 15 W. R., 1006, 4 L. R. Eq. 222.

A purchaser of an estate is bound by charges on it of which he has *notice*; an assignee of a *chose-in-action* must give *notice* of the assignment to the debtor or trustee in order to perfect his title as against subsequent assignees, or in the event of the assignor becoming bankrupt. This double use of the word notice, for it certainly has not the same force in the two cases we have specified, is inconvenient, and we should like to see the two meanings defined and distinguished by judicial authority. Leaving this for the code that is to be, we may say that in the first case the word seems to have a wider range than "knowledge," as a purchaser may be held liable to pay off an incumbrance or be otherwise affected with an equity to which the property bought by him was subject when his title accrued, if he at the time had sufficient information of the incumbrance or equity to put him, as a reasonably careful man, upon his guard, and induce him to make inquiries on the subject; but in the second case, if notice can be considered as synonymous with knowledge, a conclusion which can hardly be admitted, it must be with only that kind of knowledge on which a man would not only be justified in acting, but be bound to act, although serious consequences to the rights of other parties than himself would follow.

This point was considered in *Lloyd v. Banks*, where the right to a trust fund was contested between a mortgagee of the same and the assignee in insolvency of the mortgagor, no direct notice of the insolvency having been given to the trustee until after the receipt of notice by him from the mortgagee, but the trustee, although he then denied any knowledge of a prior incumbrance, having previously seen an advertisement in a newspaper indicating the insolvency, and having acted upon such information in another matter. The Master of the Rolls held that the notice, to be efficacious, must be direct, and given by or on behalf of the person claiming the benefit of it, and that notice derived from the columns of a newspaper could not, in principle, be distinguished from that imparted by a mere casual conversation, which a trustee could not be expected to remember or rely upon.

For a similar reason to that last given it has been held in *Earl of Suffolk v. Cox*, 10 W. R. 732, and other like cases, that notice to a trustee is immaterial until he becomes trustee; or to give that case as an example, incumbrances on the proceeds of sale of a commission, gain no priority by giving notice of their claims to the army agent until the fund is in his hands to be distributed, which, in such a case, is to be taken to be the date when the retirement of the selling officer is gazetted.

MEANING OF WORD "CREDITORS" IN THE DEEDS OF ARRANGEMENT CLAUSES OF THE ACT OF 1861.

Ex parte Wilmot; Re Thompson, L.C. & L.L.J., 15 W. R., 969.

This case, by deciding that deeds of arrangement, even if escaping the faults of inequality and unreasonableness, do not operate as a discharge of all claims and demands on the debtor, will in many instances render them practically nugatory. For instance, if a contractor fails with heavy liabilities or unfinished contracts, it will be of small advantage to him to be able to make an arrangement with the creditors having liquidated demands against him, when he will be exposed to a series of actions for damages in respect of breaches of contract. The *ab inconvenienti* argument, however, is of no avail against the expressed meaning of the Act, which, as interpreted in the above case, we proceed to consider.

It must be noticed that the deed in its terms and pro-

visions seemed undoubtedly confined to liquidated debts, and therefore, unless it could be shown that the interpretation of the deed ought to be extended by the evident intention that it should operate under section 192 of the Act, or the provisions of the 197th section, the appellant, as a claimant for liquidated damages, would have no right to come in under it. Looking, then, at the 192nd section, what is the meaning of the word "creditors" there? The Court of Exchequer Chamber, regarding the general intention of the Act that a trust deed should operate as a protection to the debtor equivalent to bankruptcy, held in *Woods v. De Mattos*, 14 W. R. 226, 1 L. R. Ex. 91., that the word included all who could prove under a bankruptcy of the debtor; the Court of Appeal in Chancery, struck by the impossibility on such an hypothesis of estimating the three-fourths majority required by the Act, narrow the word to its ordinary meaning; accepting this construction, it cannot well be argued that in the 197th section the word "creditors" is to have a different meaning, and Lord Justice Turner's criticisms on this point seem unanswerable, although we should have been inclined, from a comparison of the sections 192, 197, and 200, to have given a more extended meaning to the word. But if this construction be adopted we cannot see how *Woods v. De Mattos* can stand, or agree with Lord Chelmsford that it is to be in the discretion of the debtor whether the class of creditors in question is to be included or not. The word as used in the Act cannot have different interpretations put upon it according to the form of the deed, and even if this were allowable the difficulty about the estimate of the statutory majority would arise. The same objection applies to the attempt to reconcile the decisions in *Re Penton* and *Ex parte Mendel* with the above case, on the ground that the deeds in those cases were schedule D deeds, for, admitting that such a deed has, with regard to the assenting parties, the same operation as an adjudication in bankruptcy, its obligatory force is derived from the 192nd section, and controlled by the meaning of the word "creditors" there. Those cases, however, not having been overruled, the result, as far as we can understand it, is that a person who has a claim for undiquidated damages *may*, and therefore we suppose *must*, come in under the deed when it is in a similar form to that in schedule D., or otherwise provides for the distribution of the debtor's estate as in bankruptcy. We have no doubt that the intention of the powers of the Act was, that a deed under the 192nd section should be a complete substitution for bankruptcy, and we observe that the bill brought in this session contained a clause providing that every person who would be entitled to prove a debt in bankruptcy should, for the purposes of the computation of the requisite value, and for all other purposes, be deemed a creditor for the amount, and on the terms and conditions, for and on which his proof would have been admitted in bankruptcy. The condition, however, as to the statutory effect of the deed depending on a requisite majority of the creditors remained as in the Act of 1862, and the difficulty thus arising remains to be dealt with when the bill, now withdrawn, is, as it probably will be, introduced next session. A somewhat similar difficulty arises sometimes on the choice of assignees, but a remedy for that is easily found by removing, if necessary, an assignee on the petition of creditors who had not proved when he was chosen. There is no analogous remedy in the case we are discussing, and we only see a choice of two evils—one that of binding those claimants, whose debts have not been ascertained, by a statutory majority of the other creditors, and the other that adopted in the above case of excluding them or not from the provisions of the deed at the option of the debtor and the creditors parties thereto.

We understand that Mr. Finley, who carried off the studentship at the last examination for calls to the Bar, is a graduate in medicine and late President of the Royal Medical Society of Edinburgh. Mr. Finley also took the exhibitions in the junior classes in common law and equity in 1866, and in the senior class in equity in July last.

COMMON LAW.

ANCHORAGE DUES—PRESCRIPTION.

Free Fishers of Whitstable v. Foreman, 15 W. R. C. P. 1133.

It will be useful to compare this case with one that was decided two years ago between the same plaintiffs as in this action and a defendant of the name of Gann. In both actions the plaintiffs' claim was the same, viz., the payment in accordance with immemorial usage of a certain sum from the respective defendants as anchorage dues. The plaintiffs are owners of certain oyster-beds in an estuary near Whitstable, and claim payment of a small sum from all vessels anchoring in the estuary within certain bounds. In the former action *Free Fishers of Whitstable v. Gann*, 15 W. R. 590, the plaintiffs failed to show that the public, or those navigating the sea near Whitstable, received any benefit in return for the anchorage dues except the mere right of anchoring. The House of Lords decided in that case that although the beds of all estuaries and navigable rivers where the tide flows is vested in the Crown, it is so vested for the benefit of the public, and cannot be used so as to interfere with the public right of navigation. If, therefore, the Crown grants away a part of the bed of an estuary, the grantee takes subject to the public right of navigation, and cannot make any claim interfering in any way with the enjoyment of this public right. It followed, therefore, that the plaintiffs, although owners of the bed of an estuary, had no right to levy a toll on vessels anchoring within the estuary, unless they could show some sufficient consideration for the imposition of the toll. As they did not do so the House of Lords decided against the claim.

In the latter case, *The Free Fishers, &c., v. Foreman*, the facts were much the same, except that the plaintiffs proved that they maintained certain buoys and beacons which were useful for the public navigation. The Court held that the claim was a good and valid one, as enjoyment from time immemorial had been shown, and also a sufficient consideration for the claim to make the prescription valid in law.

BANKRUPTCY ACT, 1861, ss. 192, 198—EXECUTION.
The Staffordshire Joint Stock Banking Company v. Emmott, 15 W. R. Ex. 1135.

It was decided some time ago that a deed under section 192 of the Bankruptcy Act, 1861, although perfectly valid, could not be pleaded in bar to an action unless it contained a release. It would seem also that a defendant who has executed a deed under this section, not containing a release, and which therefore cannot be pleaded in an action, may yet obtain protection under section 198 from an execution issued upon a judgment obtained in the action. The question, however, whether a defendant can avail himself of this protection if it was in his power to plead the deed seems still to be undecided. In the *Staffordshire, &c., Co. v. Emmott*, this point arose. Judgment was recovered against the defendant, who had executed a deed of arrangement with his creditors containing a release, in an action in which this deed might have been pleaded. A writ of *fi. fa.* was issued on the judgment, and the defendant's goods were seized. A rule *nisi* was obtained to set aside the execution, or to direct the sheriff to withdraw on the ground that the defendant's goods were protected from execution under s. 198 of the Bankruptcy Act, 1861. The Court were equally divided as to the judgment which should be given. Kelly, C.B., and Pigott, B., held that the defendant was entitled to protection, notwithstanding the fact that he had omitted to plead the deed, while Bramwell and Channell, B.B., held that as the defendant had not thought fit to make use of the deed as a defence while the case was proceeding, he was not entitled after judgment had been recovered to deprive the plaintiffs of the fruits of a successful action. There appear to be only two cases in point, and these were much commented upon in the arguments and in the judgment of this case, they are

Whitmore v. Wakerly, 3 H. & C. 538; 13 W. R. 350; and *Hartley v. Mare*, 19 C. B. N. S. 85; 13 W. R. 777. These cases, although capable of distinction, yet appear to be substantially at variance. The former case decided that a defendant who could have used a deed under section 192 as a defence to an action, but failed to do so, was not entitled after judgment to make use of the deed under section 198. *Hartley v. Mare* seems opposed to this, and as the Court was equally divided in the *Staffordshire, &c., Company v. Emmott*, the law upon this point still remains as unsettled as ever.

REVIEW.

The Lawyers' Companion and Diary. Edited by FREDERICK LAWRENCE, Esq., of the Middle Temple, Barrister-at-Law. No. 22, for 1868. London : Stevens & Sons.

This is another work which has established a firm hold upon the profession : it has reached its twenty-second issue. It contains, besides the blank dated pages set apart for diary (which by the way are annotated with the current legal appointments for each day, a most useful addition), a variety of information, which we have not the room even to epitomize. There is a complete calendar showing the days of the week on which each day of the month has fallen and is to fall, from 1864 to 1868 inclusive ; very full information respecting stamps, postal regulations, transfer and dividend days, legacy, succession, and other duties, with interest tables, list of London bankers, and many other important matters ; a State, Judicial, Peirage, and House of Commons list ; list of counsel, London and country attorneys, together with common law and chancery time tables, and full particulars respecting conveyancing, common law, chancery, auctioneers, and all other costs and charges, and many other items. In addition to this there are fifteen pages, in which are noted, very shortly and concisely, the recent decisions affecting attorneys and solicitors. The work is, indeed, a very useful lawyer's companion. We have but one fault to find and that is, that in posting up the latest particulars, a few facts have been omitted towards the close of the present year. Thus we find Lord Kingsdown's name still occurring among the list of Privy Councillors, although his death occurred on the 7th of October last. This is probably owing to the desire of the publishers to follow the course customary with the publishers of diaries, and have the issue ready sometime before the end of the old year. In the case, however, of so useful and well-known a work as the "Lawyers' Companion," there need have been no fear that competitors earlier in the field would succeed in forestalling the market. The same observation also applies to the notes of recent decisions, in which one or two of the later references are omitted. For instance, *Re Newman*, a rather important case respecting taxation of costs after payment, is cited from the Rolls' Court, 15 W. R. 630, although the case is reported on appeal at 15 W. R. 1189.

A melancholy interest attaches to this number of the "Lawyers' Companion," in consequence of the death of Mr. Lawrence, who for the last four years has edited the work. To his indisposition are probably attributable the trifling omissions which we have noticed, in which respect we have been supplying an *addendum* rather than writing a criticism.

COURTS.

MASTER OF THE ROLLS.

Nov. 10.—*Investment of Trust Funds Act* (30 & 31 Vict. c. 132).—*Montefiore v. Guedill-Jessel*, Q.C., applied, under this statute for the conversion of a sum of Bank Stock into 5 per Cent. East India Stock. This was the first application under the Act.

Order as prayed.

COURT OF EXCHEQUER.

Nov. 12.—A case on the new trial paper being called on for argument, it appeared that the copies of the judge's notes had not attached to them the customary stamp.

The LORD CHIEF BARON said that if any attorney omitted, through negligence, to pay the mere trifling required under

the stamp laws to be paid in the shape of stamps in respect of these documents, it might be that they would treat it as a contempt of court, and after a reasonable time had elapsed might impose a fine upon the attorney.

(In Banco, before the LORD CHIEF BARON, and MARTIN, BRAMWELL, and PIGOTT, B.B.)

Nov. 14.—*Taxation of costs twelve months after delivering of bill*.—"Special circumstance." 6 & 7 Vict. c. 73, s. 37.—*Field, Q.C.*, moved for a rule to show cause why an order made by Martin, B., on the 6th inst, ordering the bill of costs of Mr. Henry Robinson, an attorney, at Settle, in Yorkshire, to be referred to taxation, should not be set aside. Mr. Robinson had been attorney for the defendant in a case of *Ambler v. Briscoe*, which was tried before Mr. Justice Keating, at Leeds, in March, 1866, and resulted in a verdict for the plaintiff. Mr. Robinson in due course delivered his bill of costs, and repeatedly applied for payment, but without success ; and after the statutory twelve months had expired the order now appealed against was made by Mr. Baron Martin.

The LORD CHIEF BARON said that there was a charge of £92 in the bill of costs in respect of four visits to London in connection with a motion in the Common Pleas for a new trial, the showing cause when the rule was discharged, and attending the taxation of the plaintiff's costs. He did not say that that charge was not a proper one, but he thought it was a "special circumstance" which justified the judge, although the statutory period had expired, in sending the bill for taxation.

Rule refused.

GENERAL CORRESPONDENCE.

Sir,—I should feel greatly obliged if any of your readers will inform me what is the nature of the ten years' service referred to in section 4 of the Attorneys' Act (23 & 24 Vict. c. 127) to entitle a clerk to be admitted after being articled three years only ; e.g. :—

A., not having been previously an attorney's clerk, became a clerk ten years ago to a solicitor then commencing practice, and has continued in such service ever since. During eight or nine years' he acted as a general clerk, doing such work as is usually performed by managing clerks, but previously he was only a copying clerk. Will this case come within the meaning of the above section ?

MANAGING CLERK.

SENSATIONAL ADVERTISEMENTS.

Sir,—I beg to inclose you a copy of an advertisement which frequently appears in the *Daily Telegraph*. It will speak for itself, and I need only add that I have looked in the "Law List" for the present year but cannot find there the name of any "Mr. Hicks" practising at the address named in the advertisement.

X. Y. Z.

DO NOT BE IN A PANIC ABOUT MONEY, or be ruined for want of it, but apply at once to Mr. HICKS, Solicitor, at 18a, Orchard-street, Portman-square, for immediate advances on goods, furniture, leases, legacies, reversions, shares, bonds, deeds, &c. Executions paid out. Moderate rates and easy repayments. Let the embarrassed also apply at once to get instant private PROTECTION from process and for property. Divorce cases conducted. Beware of twelve-day wits and Chancery balance orders. Wanted, £7,000 worth of old houses, and £10,000 worth of ground rents in London. Cash to any amount on goods for prompt sale.

BOVILL v. GOODIER.

Sir,—In your last week's issue you reported a paper read before the Metropolitan and Provincial Law Association by Mr. W. W. Wynne (formerly of Liverpool).

It does not appear from that report, as it should have done if Mr. Wynne was the author, that *Bovill v. Goodier* is still *sub judice* and that Mr. Wynne is concerned professionally for the association of millers defending it in Mr. Goodier's name, although that gentleman has executed a deed for the benefit of his creditors.

Many of Mr. Wynne's remarks appear to us to be written only to disparage Mr. Bovill's patent, the value of which has been fully admitted by the Manchester association of millers, representing above 800 pairs of millstones, and who have paid heavy damages and all the costs.

So long as the patent is the subject-matter of litigation we must refrain from any comments, and so long as Mr. Wynne is content to announce the fact that he is profession-

ally concerned for those interested in opposing the patent of Mr. Bovill at the same time that he comments on the case, we shall take no notice of his comments, as they are fully answered by the Vice-Chancellor in his two elaborate judgments in the cases of *Bovill v. Crate* and *Bovill v. Smith*.

In the case of *Bovill v. Smith*, which was being argued before the Vice-Chancellor at the time your report of Mr. Wynne's paper appeared, the Vice-Chancellor did enter into every case of prior user, including that very case which Mr. Wynne says the Vice-Chancellor declined to examine the evidence of in *Bovill v. Crate*.

Mr. Wynne had better have waited for the Vice-Chancellor's comments upon this evidence before making such a charge against the Vice-Chancellor.

HARRISON, BEAL, & HARRISON,
Solicitors to Mr. Bovill.

[We are not, of course, responsible for Mr. Wynne's observations; we merely reprint the paper read at the late meeting of the Metropolitan and Provincial Law Association from the original MS.—ED. S. J.]

THE PARTRIDGE AND THE LAP-DOG.*

Sir,—“A Lawyer,” having answered a query of a former correspondent, in my opinion very correctly, starts another on the same subject. After referring to the finding of the dead partridge by the lap-dog, he asks, supposing several persons to be present, who is the finder? Must the owner of the dog be so considered, or might any stranger run in and find it by snatching it from the dog.

I am inclined to think that the owner of the dog must be considered the finder, and that it is not necessary he should take it from the dog in order to be so regarded. I think a stranger who snatches the bird from the dog acquires no right thereto as against the owner of the dog. The fact of snatching it would be a trespass on the personal property of the owner of the dog, and as by English law no person can take advantage of his own wrong, so no stranger could acquire by such an act of trespass a right to the bird good as against the person against whom he committed the wrongful act. The principle on which I hold that the owner of the dog is to be considered the finder the moment it is taken up by the dog, is, that the dog is merely the instrument by which the owner takes and holds possession. Supposing a person steals a silver collar from a dog's neck may he not be prosecuted for larceny by the owner of such dog? And if so, is it not clear that the owner had possession of such collar by his dog. It may be said that the most this proves is that a person may hold possession by means of his dog, but if a person may hold possession I think it is pretty clear that he may also take possession through the same medium. QUID MEDITANS NUGARUM.

[Suppose the dog were running away, with no *animus re-verendi*?—ED. S. J.]

APPOINTMENTS.

LORD JUSTICE CLERK PATTON (commonly known by the courtesy title of Lord Glenalmond), of the Scottish Court of Session, was sworn a Privy Councillor on the 4th ultimo. His Lordship was educated at the University of Edinburgh, and was called to the bar in Scotland in 1828, in the same year that Lord Deas, one of the judges of the Court of Session, became a member of the Faculty of Advocates; he became Solicitor-General for Scotland in Lord Derby's second administration in 1859, and was appointed Lord Advocate when Lord Derby again became Prime Minister last year. He sat for a few weeks in Parliament (in 1866) as member for Bridgwater, but lost his seat when he presented himself for re-election on becoming Lord Advocate. He, however, continued to hold office till March of the present year, when he was raised to the Scottish Bench as Lord Justice Clerk, and President of the Second Division of the Court of Session, and also one of the Senators of the College of Justice in Scotland, in the place of the Right Hon. John Inglis, who succeeded Lord Colonsay as Lord Justice General and President of the Court of Session.

MR. ACHESON HENDERSON, of the Irish Bar, has been appointed Crown Prosecutor for the county of Antrim, in the room of Mr. Shegog, deceased. Mr. Henderson was called to the bar in Ireland in Trinity Term, 1837.

THE FOLLOWING SOLICITORS HAVE BEEN ELECTED MAYORS:

Bath	Edward F. Slack
Beverley	H. E. Silvester
Cardiff	R. L. Reece
Carnarvon	L. Turner
Cardigan	R. D. Jenkins
Chichester	Robert G. Draper
Christchurch	James Driftt
Chesterfield	C. S. B. Busby
Congleton	John Lathom
Droitwich	John Blick
Dewsbury	C. R. Scholes
Honiton	Daniel Gould
Harwich	F. R. Hales
Kingston-upon-Hull	G. C. Roberts
Liverpool	Edward Whitley
Morpeth	C. S. Swan
Newbury	William H. Cave
Newcastle-under-Lyme	R. W. Litchfield
Shaftesbury	Robert Swyer
Sheffield	John Webster
Weymouth	John Tizard
Wigan	Thomas Heald
Wisbech	William Gay
Yarmouth	William Worship

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

Is a railway company liable for the consequences of an accident occasioned by latent defects not discoverable by any care or skill? *Sharp v. Grey*, 9 Bing. 457; *Stokes v. Great Eastern Railway Company*, 2 Post. & Fin. 691; *Redhead v. Midland Railway Company*, 15 W. R. 831, 2 L. R. 28, 412.

At the Law Institution on Tuesday last, the debate on the above subject was opened by Mr. Walter Webb, in the affirmative, and after a long and spirited discussion the question was carried in the affirmative by a majority of 2. The number of members present was 35.

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT.

HELD AT LINCOLN'S INN HALL, ON THE 30TH AND 31ST OF OCTOBER, AND ON THE 1ST OF NOVEMBER, 1867.

Michaelmas Term, 1867.

The Council of Legal Education have awarded—

To Robert Bannatyne Finlay, Esq., Middle Temple, a studentship of fifty guineas per annum, to continue for a period of three years.

To Lewis Adonijah Mendes, Esq., Middle Temple, an exhibition of twenty-five guineas per annum, to continue for a period of three years.

To William A. Hunter, Esq., Middle Temple, certificate of honour of the first class.

And to Jonathan Holmes Paultre, James Samuelson, and Edward Daniel Joseph Wilson, Esqrs., Middle Temple; Edward James Castle, Gaspar Gregory, Henry Edgar Prest, and Arthur Thomas Fyne, Esqrs., Inner Temple; John William Cooper, Alfred Fraser Lingham, and Edward Wilkinson, Esqrs., Lincoln's-inn; and John Rose, Esq., Gray's-inn, certificates that they have satisfactorily passed a public examination.

QUESTIONS FOR THE FINAL EXAMINATION.

Michaelmas Term, 1867.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. In how many days after verdict is a plaintiff or defendant entitled to execution?
2. In a town cause, where issue has been joined in (for instance) Hilary Term, and the plaintiff has neglected to bring on the cause to be tried, what course should the defendant take in order to get rid of the action, and after what delay can he do so?
3. What evidence is necessary for the plaintiff to be pre-

pared with, on the trial of a action for goods sold and delivered, when the only plea is "never indebted."

4. Under what circumstances is proof of execution of a deed dispensed with?

5. What is a writ of "*sequestrari facias*," and how is it obtained?

6. When does a bill of exceptions lie, and when, and how, is it tendered?

7. State the nature and effect of a plea "puis darrein continuance."

8. To what extent is a plea of payment into court an admission?

9. When is a new assignment necessary? Give an example.

10. How far is the law as to the form and requisites of a guarantee under the Statute of Frauds altered by the "Mercantile Law Amendment Act, 1856?"

11. What is enacted by the Act to amend the Law of Partnership (28 & 29 Vict. c. 86) as to the effect of loans to persons employed in the trade, an interest varying with the profits?

12. In what respect is the law relating to *choses in action* altered by an Act of last session?

13. What remedies has the purchaser of goods against the seller for the breach of an express warranty?

14. What is the extent of an attorney's lien on property of his client in his hands, and on a fund paid into court in an action brought for his client by his attorney?

15. When does the wife's contract bind the husband, and when not?

II.—CONVEYANCING.

1. What is the estate of a "Parson" in the church lands, and by what tenure does he hold them? Distinguish between a rector and a vicar.

2. Explain the phrase "chose in action?" What kind of property has a husband in his wife's "choses in action?"

3. Distinguish between probate duty, legacy duty, and succession duty.

4. A. dies intestate and unmarried leaving a mother, two brothers both under age, and one adult sister; Who is entitled to a grant of letters of administration to A.'s effects? and in what proportion is A.'s personal estate divided among his next of kin?

5. B. dies intestate leaving a mother, wife, two daughters, and two grandsons (the only children of his deceased only son) him surviving; Who will be entitled to his freeholds of inheritance, and leaseholds for years, and in what proportions?

6. Freeholds of inheritance are devised unto and to the use of A. and his heirs, but if he shall die without issue living at the time of his decease, to A.'s sister in fee; What estates do A. and his sister take respectively in such freeholds?

7. Enumerate, briefly, the different covenants and provisions in a mortgage of a leasehold dwelling house.

8. Explain the principle and process of the redemption of land tax.

9. State, in detail, the three interests which married women may pass, by a deed acknowledged before a judge or commissioners.

10. Enumerate, briefly, the usual covenants and provisions in a lease of a private dwelling house in London, in the order in which you would insert them in the lease.

11. Describe fully the office of a "protector of a settlement."

12. When was the office of "protector of the settlement" established, and what was the analogous office under the old system superseded by the protector of the settlement?

13. Define the chief differences between an income derived from rent, and from interest on money lent on mortgage?

14. Mention by whom, and at whose expense, the following deeds and documents are usually prepared:—1. Marriage settlement. 2. Conveyance of land, by way of sale. 3. Mortgage. 4. Reconveyance when the mortgage has been paid off. 5. Conditional surrender. 6. Releases to trustees on winding up of a trust, when special circumstances render a release proper.

15. Enumerate the counties, towns, and parts of counties, in which it is necessary to register deeds.

III.—EQUITY AND PRACTICE OF THE COURTS.

1. What proceedings may be taken in a court of equity, and by whom, and on what authority, where a charity is mismanaged?

2. What is a relator, and when is he a proper party to a suit—and what are his liabilities?

3. How does an infant sue in equity, and is there any difference in the mode of suing when the infant has, or has not, a testamentary or other guardian?

4. Define what is scandal, and what is impertinence in a bill in equity?

5. Of how many parts does a bill consist? State them.

6. How is time computed. 1. Where a limited number of days from, or after, any date, is allowed for taking a proceeding? 2. Where the time expires on a Sunday? Where the time expires on a day when the office is closed?

7. In what cases is it now sufficient to serve parties with notice of a decree (Chancery Amendment Act, 1852, s. 42) who, according to the former practice, were necessary parties?

8. What is the consequence to the parties served of such a notice; and may they attend the further proceedings?

9. How is service of process effected on defendants out of the jurisdiction?

10. When will a demurrer lie to a bill for discovery against a solicitor on the ground of professional confidence? State briefly the rule as to such confidence.

11. What time has a defendant to answer a bill filed against him?

12. If he does not answer within the proper time, to what liabilities will he be subject?

13. What are exceptions; and when may they be filed?

14. When may the plaintiff move for a decree; and what evidence is taken on the hearing?

15. May a defendant be cross-examined on his answer, and a witness on his affidavit, and how?

IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

1. Are all persons, equally, and on the same proof, liable to be made bankrupt? If not, what difference of liability is there?

2. Does privilege of Parliament exempt a person who has committed an act of bankruptcy from the operation of the Act of 1861, and does he stand in any, and what position, different from one who is not so privileged?

3. Under what circumstances may a petition for adjudication be filed against an executor or trustee?

4. What is the most general description of a trader, liable to be made bankrupt as a trader?

5. To what extent, and under what circumstances, may a trader assign his effects as a security for, or in payment of, an antecedent debt, without committing an act of bankruptcy?

6. State the amount required for the petitioning creditor's debt, distinguishing the single debt of a creditor, or two or more creditors being partners, or of three or more creditors not being partners.

7. Is any, and what, remedy open to creditors to sustain a bankruptcy, if after adjudication the petitioning creditor's debt be found to be insufficient to support it?

8. By what proceeding in the Court of Bankruptcy is a man made bankrupt?

9. Describe the proceedings which follow the presentation of a petition in order to obtain adjudication.

10. What is the effect of adjudication as to the property of the bankrupt?

11. What are the provisions of the statutes with reference to conveyances from, and contracts with, and also payments by and to a bankrupt?

12. If goods have been bought by the bankrupt, and are, at the date of the bankruptcy, in course of transmission to him, without having been paid for, is the title of the assignees subject to any, and, if any, what exception or defensibility in favour of the unpaid vendor?

13. What effect has the bankruptcy upon warrants of attorney, cognovits, and consents to Judges orders, given by traders?

14. If furniture has been transferred by a deed of transfer (that is to say, by a bill of sale), duly executed and registered, and the transferor becomes bankrupt before the transferee has taken possession of the furniture, does the registered deed of transfer hold good against the assignees?

15. How may a bankrupt obtain protection from arrest?

V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

1. State some cases in which legal proceedings may be taken either in a civil or criminal court?

2. In cases such as those stated in answer to the former question, what are the considerations which should influence the judgment in deciding upon the resort to the civil or criminal court?

3. Name the courts which have jurisdiction in criminal matters, and describe the constitution of each court.

4. What persons are not liable to punishment for criminal acts, and upon what principle is their exemption based?

5. State the ordinary course of procedure for the purpose of apprehending and obtaining the conviction of a person charged with felony.

6. Is there any, and, if so, what difference between the proceedings for the apprehension and trial of a person charged with a misdemeanor, and those against a person charged with felony?

7. A obtained the possession of a horse from B. by false pretences, and rode off with it. B. having discovered the fraud, followed A. On his way he met with a constable who accompanied him in his pursuit. They overtook A. with the horse in his possession. Could they legally apprehend A? Give reasons for your answer.

8. If in the case stated in the preceding question, A. was assisting by X. in obtaining the horse. Should X. be indicted as an accessory, or as principal, and why?

9. A, having attacked and wounded B., went to C., told him what he had done, and asked C. to allow him to stay that night in his barn in order to escape detection. C. consented, and A. remained there and left on the following morning. After A. had left the barn, B. died from the effect of the wound, and A. was convicted of murder. Was C. an accessory to the murder? Give reasons for your opinion.

10. If a person be indicted for a misdemeanor, and on his trial the facts proved amount to felony, what should be the verdict?

11. What are the essentials to constitute the crime of embezzlement?

12. What is the distinction between larceny and embezzlement?

13. A. entered into an agreement with B. & Co., as their agent and traveller, for the sale of goods at a weekly salary and a commission on all goods sold by him. He undertook to collect all money in connection with his orders, and to account for it weekly. Afterwards, A. with the consent of B. & Co., sold their goods on his account and thereupon it was agreed that his salary should cease, and his commission continue. A. invoiced the goods in the name of B. & Co., and he attended each week at B. & Co.'s office when the sales made to his customers were called over, and he stated whether or not he had received the money, and he paid B. & Co. accordingly. On one occasion he stated that he had not received two sums which had been paid to him. Was A. guilty of embezzlement and state reasons for your answer?

14. A. sold a picture bearing the name of a distinguished artist, knowing it to be a copy and the name to be a counterfeit imitation of the artist's mode of writing his name on his pictures, and by means of this name induced B. to buy the picture as a genuine work. Was A. guilty of uttering a forged name? State your reason.

15. If two or three persons unite in preferring a false and malicious indictment, for what crime may they be indicted: and suppose one person alone prefers such an indictment, an he be indicted?

ANSWERS TO QUESTIONS AT TRINITY TERM FINAL EXAMINATION.

(By Geo. Sangster Green, Esq.)

1.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. A plaintiff or defendant who has obtained a verdict is entitled to execution in fourteen days, unless the judge who tried the cause, or the court, or some other judge, orders execution to issue at an earlier or later period (Com. Law Pro. Act, 1852, s. 120). Reg. Gen. Hil. Term 1853-57.

2. If the plaintiff fail to bring on the cause to be tried during the following term or vacation, the defendant may give twenty days' notice to the plaintiff to bring it on to be tried, and then if the plaintiff neglects to proceed to trial, may make a suggestion upon the record of such failure, and may sign judgment for his costs, but a judge or the court may extend the time for proceeding to trial with or without terms (Com. Law Pro. Act, 1852, s. 101.)

3. The plaintiff must be prepared to prove the contract

for sale of the goods and the delivery thereof, and the price agreed upon, or the usual price for the articles.

4. Proof of the execution of a deed more than thirty years old, and produced from the proper custody, is dispensed with.

5. A *sequestrari facias* is a writ of execution issued against a beneficed clerk, and is directed to the bishop of the Diocese in which the benefice is situated, commanding him to levy of the income of the benefice the amount of the execution, it is obtained after the issue and return of the *commissum pro fa*, and upon it the bishop causes to be made out a sequestration to the churchwardens, or on security to persons appointed by the execution claimant, and this sequestration is served by affixing a copy previously to the commencement of service on a Sunday on or near the doors of the church, which step is called the publication of the writ and from which time it operates (1 Vict. c. 45.)

6. A bill of exceptions lies when either party to the cause at the trial is dissatisfied with the judge's statement of the law to the jury, or by leaving a matter of law for determination by the jury, or where the judge is considered to have improperly in law, admitted or rejected evidence; it must be tendered at the trial, and before verdict, and it is tendered verbally by counsel, and a note thereof made, which is afterwards expanded into a proper form and tacked to the record and signed by the judge; and the question is then argued in the Exchequer Chamber.

7. A plea *plus darrein continuance* is a plea of some matter which has arisen since the last pleading. It must be pleaded within eight days after the matter arose and be accompanied within an affidavit to that effect. The effect of it is to supersede the other pleas of the defendant. The plaintiff may confess the plea and sign judgment for his costs (Com. Law Proc. Act, 1852, s. 69).

8. If the declaration be simply in *indebitatus assumpit*, the plea of payment into court merely admits a cause of action to the amount paid in; but if the declaration be upon a special agreement, the plea admits the contract and the breach. In an action of tort, if the declaration be general and unspecific, the plea does not admit the cause of action sued for; but it does so when the declaration is specific, so that nothing would be due unless the cause of action alleged were admitted (Broom's Comm. 180).

9. A new assignment is necessary when the defendant has pleaded some matter which is not an answer to the ground of the action but to some other ground of action, to which the language of the declaration may be applicable. The new assignment explains the real object of the action by new assigning it—as in an action for assault and battery if the defendant pleads that he only turned the plaintiff out of his premises, the plaintiff may new assign by alleging that the defendant used excessive force in turning him out (Broom's Comm. Law, 191 n.)

10. By the Mercantile Law Amendment Act it is provided that a contract of guarantee shall not be invalid, simply upon the ground that the consideration is not stated in, or referred to in, the memorandum in writing.

11. By the 28 & 29 Vict. c. 86, it is provided that a person shall not be deemed to be a partner simply on account of a loan made to traders at interest varying with the profits, which, previous to the act was held sufficient to make the lender a partner, on the ground that he shared the profits, and ought to bear the losses (*Waugh v. Carver, Smith's Lead. Cas.*). The statute provides, however, that in case of the borrowers becoming bankrupt or compounding with the creditors, the lender shall not recover any part of his money until the other creditors of the borrowers have been paid in full.

12. By the 30 & 31 Vict. c. 144, it is provided that the assignee of a policy of life assurance may sue upon the policy in his own name, which is an innovation upon the rule that only the parties to a contract, or their representatives can sue upon it.

13. Upon breach of an express warranty by the seller, the purchaser may use it as evidence in reduction of the vendor's claim for the price, or may himself bring an action against the vendor for damages. The purchaser cannot return the article sold if it were specific and he has actually received it; but if the contract were executory to supply an article of a particular character, the purchaser may return it if it does not correspond with the description.

14. An attorney has a lien upon all deeds and papers of his client in his hands for the amount of his professional charges, and he has also a lien upon a fund paid into court

in an action brought by him for his client for the amount of his costs in that action. By 23 & 24 Vict. c. 127, s. 28, the court or a judge may declare an attorney entitled to a charge upon any fund or property recovered or protected through the instrumentality of the attorney, in any action or proceeding brought by or against his client for the costs of the action or proceeding.

15. A wife's contract binds her husband in the following cases:—1. When he has expressly authorised her to enter into the contract, or the jury infer from his conduct that he authorised it. 2. When the husband and wife are living together, and the contract is for necessaries for herself or the household, unless the husband himself supplies her with necessaries. But he will not be bound by a contract for extravagant articles unless he has seen her use them and refrained from contact. 3. Where they are living apart by consent, and the husband does not make her a sufficient allowance to support her, or where he has turned her out of his house, or caused her to leave it by apprehension of cruelty. The contract being for necessaries suitable to her station. Her contracts will not bind him in any other case unless he adopt and ratify them. (See the notes to *Manby v. Scott and Sealton v. Benedict* in Smith's Lead. Cas.)

II.—CONVEYANCING.

(By Thos. Widdows, Esq.)

1. A "parson" has, during his life, a freehold estate in the church lands. He holds them by the tenure of frank-almoign or free alms. A rector is entitled to all the tithes, but a vicar is the incumbent of a parish where the tithes are appropriated and is only entitled to a small portion of them. The appropriation tithes are generally known as great tithes, the vicar's as small tithes.

2. A "choses in action" is personal property which a man has not in his possession, but has a right to recover by action or suit. Thus, money due on a bond or damages for a breach of contract, where the money has not been paid or the damages recovered, are instances of *choses in action*. A wife's *choses in action* do not belong to the husband till he has reduced them into possession. If he die before this is done they remain to the wife. If the wife die before they are reduced into possession they are part of her estate, but the husband is entitled to obtain administration of her effects, and as her administrator becomes the owner of them.

3. Probate duty is the duty imposed on the grant of probate, proportioned to the value of the property. Legacy duty is that percentage which a legatee pays upon his legacy, varying with the relationship which the legatee bore to the testator; and succession duty is a similar percentage, which a person pays upon succeeding to real or leasehold property upon the death of another; the percentage, however, in the latter case, being calculated only on the value of an annuity for the life of the successor equal to the annual income of the property.

4. The mother is first entitled to a grant of letters of administration of A.'s effects. The mother, two brothers and sisters, will be entitled to the personalty in equal portions.

5. The eldest grandson will be entitled to the freeholds of inheritance. The widow is entitled to one-third of the leaseholds for years, and the rest is divided equally between the two daughters and two grandsons.

6. A takes an estate in fee simple, conditional upon his leaving issue; his sisters take a remainder contingent upon his dying without issue.

7. Covenants by the mortgagors to pay principal and interest. A power of sale in case of default with declaration of trusts of purchase-money, and that receipts shall be good discharges. Covenants by mortgagors for title, and to pay the rent reserved by, and observe and perform the covenants contained in the lease, and powers for the mortgagee on his default to pay the rent and perform the covenants, and recover the amount and interest as principal and interest secured by the mortgage.

8. The principle proceeded upon in the redemption of land-tax is that the owner in fee has the first right to redeem, and, on his default, any other person may redeem the same and turn the annual charge into a rent issuing out of the lands. The process of redemption is by the transfer of as much consols or reduced annuities as will yield an income exceeding by one-tenth the amount of the land-tax redeemed or purchased, and this stock is applied in reduction of the National Debt.

9. A married woman, unless tenant in tail, may, by

virtue of the 3 & 4 Will. 4, c. 74, by deed acknowledged, dispose of her interest in lands of any tenure (except copyholds where the same object could have been effected before the Act), and by the same Act she may also release or extinguish any power which she may have in regard to any such lands. By virtue of the 20 & 21 Vict. c. 57, she may also, by deed acknowledged, dispose of her reversionary interest in personal estate and release powers over such estate, and also release her right to a settlement out of such personal estate, provided the instrument under which she is entitled be made after the 31st December, 1857, and there is no restraint upon alienation in such instrument.

10. Covenants by the lessee to pay rates and taxes, to repair and surrender at end or sooner determination of term in repair, together with landlord's fixtures; to insure and produce receipts for premium and duty, and power for the lessor, in default to insure and recover amounts paid for insurance as rent in arrear, and to use the premises as a private dwelling-house only. Covenant by the lessor for quiet enjoyment and proviso for re-entry on non-payment of rent, or non-observance, or non-performance of covenants.

11 and 12. Before the 3 & 4 Will. 4, c. 74, a tenant in tail in remainder on a life estate could not suffer a recovery without the concurrence of the tenant who had possession of the lands. The tenant for life being generally the father of the tenant in tail, the necessity of his concurrence was a valuable check on any improper disposition of the property by the tenant in tail. The above Act, by analogy, established the office of protector of the settlement, and the consent of the protector is necessary before the tenant in tail can bar the remainders and reversions. He may, however, bar his own issue without such consent, as, under the old law, he could bar his issue by a fine, which did not require the concurrence of the tenant for life. The protector is usually the first tenant for life, but the Act gives the settlor power to appoint any number of persons not exceeding three to be together protectors of the settlement during the preceding estates.

13. Rent issuing out of freehold property is an incorporeal hereditament, which descends on the owners death to his real representatives, whilst interest is personal property, which goes to his personal representatives. The owner of rent may distrain for it by the common law, whereas, unless the mortgagee has mortgaged his own residence and attorned tenant at a rent equal to the amount of the interest, he can only sue for the interest.

14. A marriage settlement is usually prepared by the solicitors of the lady at the husband's expense; a conveyance of land, by way of sale, by the solicitors to the purchaser at the purchaser's expense; a mortgage, by the solicitors of the mortgagee at the mortgagor's expense; a re-conveyance, when the mortgage has been paid off, by the solicitors of the mortgagor at the mortgagor's expense; a conditional surrender, by the solicitors of the lender at the borrower's expense; and a release to the trustees, by the solicitors to the trustees at the expense of the *cestuis que trust*.

15. The counties of Middlesex and York, the town and county of Kingston-upon-Hull, and the level of the fens called the Bedford level.

III.—EQUITY AND PRACTICE OF THE COURTS.

(By George Kenrick, Esq., Solicitor.)

1. By Sir Samuel Romilly's Act, 52 Geo. 3, c. 101, when a charity is mismanaged any two or more persons may apply to the Court by petition, stating their complaint, and praying such relief as the nature of the case may require; or the Attorney-General, acting *ex officio*, may petition in like manner, and in the case of a petition by persons other than the Attorney-General a certificate by the Charity Commissioners is necessary (*Re Willenhall Chapel*, 2 Dr. & Sm. 467; 11 W. R. 850, Charitable Trusts Acts, 1853 and 1855).

2. A relator is a person named in an information filed by the Attorney-General to enforce a private right, and as the Attorney-General acts on his relation in such a case, the relator is liable for costs and for the conduct of the suit as if an ordinary plaintiff (Daniell's Ch. Prac. 22).

3. An infant sues in equity by next friend an adult person, who is liable for the costs of suit, and his authority must be filed with the bill. The practice is the same whether the infant has or has not a testamentary or other guardian (Daniell's Ch. Prac. 1213, *et seq.*).

4. Scandal may be defined to be an allegation of general

malice or personal hostility, unconnected with the acts complained of by the plaintiff's bill, but included therein.

Impertinence is the introduction of any matters into the pleading which are not properly before the Court for decision (Storey's Eq. Plead. 314).

5. A bill consists of four parts: (a) The title, which includes the branch of the court and names of parties. (b) The address to the Lord Chancellor for the time being humbly complaining, but if a peer is plaintiff the word humbly is omitted, and in informations the word informing is substituted. (c) The statement being the history of the plaintiff's case. (d) The prayer,—this is the statement of the relief the plaintiff claims to be entitled to (Hunter's Pract. 16).

6. Where any limited time from or after any date is allowed for taking a proceeding, and such time is not limited by hours, the computation of such limited time is not to include the day of such date, but to begin on the following day. Where the time expires on a Sunday or other day on which the offices are closed, so that the Act or proceeding cannot be done or taken, the same may be done or taken on the next day on which the offices shall open for that purpose, and where less than six days is granted, Sundays or other days on which the offices are closed, except Mondays and Tuesdays in Easter week, are not reckoned (Daniell's Ch. Pract. 329, 330.)

7. By the section referred to in the question any residuary legatee or next of kin, any legatee interested in a legacy charged upon real estate directed to be sold, or person interested in the proceeds, any residuary devisee or heir, any one of several *cestuis que trust* under any deed or instrument, any person interested in the preservation of property pending litigation, and any executor, administrator, or trustee, may respectively file their bill as representing their colleagues, or those jointly interested with them, or for whom they act, and service of notice of decree upon them respectively will be equally valid, as though they were made original parties to the suit (Daniell's Ch. Pract. 394, 399.)

8. The parties served with notice of the decree above are bound by the provisions thereof as fully as if they had been made parties to the bill originally, subject only to their right of appeal therefrom and to any application to add thereto they may subsequently succeed in (Daniell's Ch. Pract. 398, 399.)

9. In all cases in which a suit has been instituted concerning lands, tenements, or hereditaments in England or Wales, or any charge thereon or concerning any money vested in the funds or the dividends thereof, the Court has power to order service of process on the defendant out of the jurisdiction in such manner as the Court shall direct. The application for this purpose is made at chambers on affidavits showing where the defendant is and pointing at the best mode of service (Daniell's Chan. Pract. 407—832).

10. A demurer will lie to a bill for discovery against a solicitor on the ground of professional confidence, where the bill seeks to discover opinions upon cases laid before counsel, or where the contents of cases prepared subsequently to or in contemplation of the litigation are inquired after. The rule has been adopted out of regard to the interests of justice in favour of the client, and to protect him against the consequence of employing skilled practitioners (Daniell's Chan. Pract. 522, 525—530).

11. A defendant has eight days from that on which he is served with the bill, exclusive of the day of service, to appear thereto.

12. If the defendant does not answer within the proper time the plaintiff may do so for him, or the defendant may be attached in default.

13. Excepting to the defendant's answer is the mode in which the plaintiff objects that the answer does not give full answers to the interrogatories. Exceptions must be filed at the Record and Writ Office within six weeks of the filing of the answer, exclusive of the vacations (Hunter's Suits in Equity, 54, *et seq.*).

14. The plaintiff may move for a decree when the defendant's time for putting in answers has expired, and no replication has been filed; one lunar month's notice must be given. The evidence taken on the hearing is that of the plaintiff filed before the notice is given. The affidavits of the defendant filed within 14 days from the giving of the notice, unless the time is delayed and the plaintiff's evidence in reply filed within 7 days after that.

15. A defendant may be cross-examined on this answer when used on a motion for an injunction, and when the

answer has been verified, he may also be cross-examined thereon on motion for a decree, but no cross-examination is allowed on a defendant's answer as to documents. All witnesses who have made affidavits are liable to cross-examination, and the party requiring cross-examination may, within 14 days or any enlarged time, give notice in writing to the holder for the deponent requiring his production, and obtain an appointment before the examiner for his cross-examination in the usual way (Daniell's Ch. Pract. 765-322-846.)

IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

By G. A. Rooks, Esq., Solicitor.

1. As a general rule all persons are liable to be made bankrupt, including *aliens* and *denizens*, *married women* (where not under the control of the husband, and he is not responsible for the wife's debts); an *infant* where he has held himself out as being *sui juris*; *lunatics*, provided the act of bankruptcy have been committed during a lucid interval. (1 Griff & Holmes Bankruptcy, 9, *et seq.*)

2. Privilege of Parliament does not exempt from the operation of the Act of 1861 a person who has committed an act of bankruptcy, which from the nature of the act itself, is open to him to commit; but with respect to certain acts of bankruptcy, such person stands in a different position to others, *e.g.*, a peer or member of Parliament not being liable to arrest for debt, cannot commit an Act of Bankruptcy by lying in prison nor by non-payment of a judgment debt on a judgment summons (1 Griff & Holmes Bankruptcy, 155.)

3. An executor or trustee is liable to become bankrupt where he continues to carry on the business of his testator, though in pursuance of the trusts of the will, but the mere act of *selling off* the testator's stock for the purpose of disposing of it to the best advantage, is not a trading which will support an adjudication (1 Griff & Holmes Bankruptcy, 93.)

4. Any persons who either for themselves or as agents or factors, seek their living by buying and selling, or by buying and letting for hire, or by the workmanship of goods and commodities, and by using the trade of merchandize, *i.e.* buying and selling with a view to profit (1 Griff & Holmes Bankruptcy, 82.)

5. A trader may assign such part of his effects as a security for, or in payment of, an antecedent debt, provided he do not thereby preclude himself from continuing his business, and there be no creditor who at the date of the conveyance was in a position to petition for adjudication (1 Griff & Holmes, 106, *et seq.*).

6. The debt of a single petitioning creditor, or of two or more, being partners, must amount to £50; that of three or more creditors, not being partners, to £100 (Act of 1861, s. 89.)

7. If, after adjudication, the petitioning creditor's debt be found to be insufficient, any other creditor, having proved a sufficient debt, may apply to the Court to substitute such debt, and so sustain a bankruptcy (Act of 1849, s. 103).

8. Adjudication of bankruptcy may be obtained—(1). On creditor's petition; (2). On adjudication without petition after a judgment debtor summons; (3). On petition by the debtor himself; (4). The like, *in forma pauperis*; (5). By act of law, by the registrar visiting a gaol under the provisions of section 101 of the Act of 1861; (6). By proceedings under section 106 of the same Act, against lunatic prisoners for debt.

9. The petition is filed and entered on record, and allotted to one of the commissioners by rotation, unless the debtor has been before bankrupt, and, if the petition be presented by a creditor, witnesses to prove the trading (if the debtor be a trader), the act of the bankruptcy, and the petitioning creditor's debt, are produced before the commissioner of the day, and their evidence previously taken down in the form of depositions, and on proof of these requisites the commissioner adjudicates. If the petition is made by the debtor himself, the adjudication is made by the registrar of the day on his being satisfied of the sufficiency of the statements in the petition.

10. Adjudication of bankruptcy vests in the assignee all the personal estate of a bankrupt in possession, or reversion, or which may come to him at any time before obtaining his order of discharge, and wheresoever situate; and also all real estate (except copyhold and customaryhold estate) in the Queen's dominions, and also in any foreign country, if the bankrupt himself could have disposed thereof; and also

all such real estate as may come to him before obtaining his order of discharge. The copy and customary-hold estates of bankrupts may also be made available as assets in the bankruptcy, and if the adjudication be upon a creditors' petition the title of the assignee will, except against persons acting *bona fide* without notice, have relation to the act of bankruptcy, and avoid dealings with the property by or against the bankrupt between the commission of that act and the adjudication.

11. The question appears to refer to the 133rd section of the Act of 1849, which provides that conveyances from contracts with, and payments by and to a bankrupt before adjudication, but after an act of bankruptcy, are valid if the person dealing with, making, or receiving such conveyances, contracts, or payments had not at the time notice of an act of bankruptcy, and the transaction was not a fraudulent preference of a particular creditor.

12. Goods which have been bought by a bankrupt, and which at the date of the bankruptcy are in course of transmission to him, and which have not been paid for, may be stopped in *transitu* by the vendor thereof, who has a right against the assignees to reclaim the goods until the price thereof be paid (1 Griff & Holmes, 340).

13. Bankruptcy following within two months of the giving of a warrant of attorney, *cognovit*, or consent to any judge's order given in a concerted proceeding, is wholly void; so also are like instruments if not registered within twenty-one days (Act of 1849, ss. 135, 136, 137; 1 Griff & Holmes, 420, *et seq.*).

14. The Act which provides for the registration of bills of sale (17 & 18 Vict. c. 36), being an invalidating statute, does not prevent the operation of the order and disposition section (125) of the Act, 1849, and, consequently, the possession of the furniture by the bankrupt at the time of his bankruptcy, if with the consent of the transferee, will enable the assignees to claim the goods (1 Griff & Holmes, 426, 444).

15. A bankrupt may obtain protection from arrest for debts proveable under the bankruptcy by surrendering himself to and conforming to the orders of the Court relating to his examination. The protection is renewed from time to time during the proceedings under the bankruptcy, and is evidenced by endorsements on his summons signed by a registrar (2 Griff & Holmes, 295, *et seq.*).

V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

(By J. Bradford and G. Kenrick, Esqrs.)

1. Legal proceedings may be taken either in a civil or criminal court in such cases as battery or beating another; or the causing a public nuisance which has occasioned a definite injury to an individual; or the publication of a libel which endangers the public peace.

2. The considerations which should influence the judgment in deciding upon the resort to a civil or criminal court in such cases as those referred to in the last answer depend on the object sought. If that object be satisfaction by damages to the individual injured, a civil court should be applied to; if protection of the public, by punishing the offender, a criminal court should be resorted to. It should be noticed that where the offence amounts to felony, criminal proceedings must be taken before a civil remedy will lie.

3. The Courts which have jurisdiction in criminal matters in England are—(1.) The High Court of Parliament. (2.) The Court of the Lord High Steward. (3.) The Court of Queen's Bench. (4.) The High Court of Admiralty. (5 & 6.) The Courts of Oyer and Terminer and General Gaol Delivery. (7.) The Court of General Quarter Sessions of the Peace. And certain other courts of minor importance (Stephens, vol. iv. p. 378, *et seq.*).

4. The persons who are not liable to a punishment for criminal acts are those who, strictly speaking, cannot commit criminal acts. Infants who, when under fourteen, are, until the contrary is shown, presumed to be *doli incapaces*—when under seven this presumption cannot be rebutted. Idiots and lunatics are also incapable of committing crimes, and therefore not liable to punishment.

5. Where a person is charged with felony the usual course of procedure is to lay an information in writing on oath before a justice of the peace, who thereupon issues a warrant for the apprehension of the accused. When apprehended the accused is brought before the justice, who investigates the charge, and, if he thinks fit, commits the prisoner for

trial. An *ex parte* investigation before a grand jury follows, and, in the event of a true bill being found, the prisoner is, in due course, arraigned and tried.

6. Where a person is charged with a misdemeanour, a warrant is, at common law, necessary to justify his apprehension, but in cases of felony a peace officer may apprehend, without warrant, on reasonable suspicion of a felony; or a private individual may apprehend where he can show that a felony has actually been committed. Where a prisoner is put on his trial for a misdemeanour, his right of challenging jurymen is subject to the obligation of showing a sufficient reason for his objection, but in cases of felony the right to challenge is peremptory.

7. Where A. obtained possession of a horse from B. by false pretences and rode off with it, and B. accompanied by a constable followed and overtook A. with the horse in his possession, they might legally apprehend him under 24 & 25 Vict. c. 96.

8. If in the case stated in the preceding question A. was assisted by X. in obtaining the horse, X. should be indicted as a principal and not as an accessory, for a person who is present and assists in the perpetration of a crime is a principal and not an accessory.

9. Where A. having attacked and wounded B. went to C. and told him what he had done, who gave A. protection in his barn and after the departure of A. the person attacked died of the wounds given, C. is not an accessory to the murder, as at the time the assistance was given the crime was not complete and no murder had been committed (Stephens, vol. IV., p. 127).

10. If a person be indicted for a misdemeanour, and on his trial the facts proved amount to felony, he shall not be entitled to be acquitted of the misdemeanour; but he shall not be liable afterwards to be prosecuted for felony on the same facts, unless the Court shall see fit to discharge the jury from giving any verdict, in which case he may be afterwards dealt with as if he had not been tried for misdemeanour. (14 & 15 Vict. c. 100, s. 12).

11. The essentials to constitute the crime of embezzlement are felonious appropriation to his own use by a clerk or servant, or one employed in the capacity of a clerk or servant, of any chattel, money, or rateable security received into his possession for or in the name or on account of his master or employer.

12. The distinction between the two offences of larceny and embezzlement is that the property taken and appropriated in the case of larceny, immediately before the taking, must be in the actual or constructive possession of the owner; in the case of embezzlement the property is intercepted and appropriated by a clerk or servant or one acting in the capacity of a clerk or servant as in the last answer.

13. In the case put A. was not guilty of embezzlement, as the goods sold were sold on his own account, and he would be entitled to receive the proceeds thereof on his own account, and not on account of the persons for whom he sold on commission, he is therefore only civilly liable to them in respect of such proceeds.

14. A. sold a picture bearing the name of a distinguished artist, knowing it to be a copy, and the name to be a counterfeit imitation of the artist's mode of writing his name, and by this means induced B. to buy the picture as a genuine work. A. was not guilty of uttering a forged name, as it has been held that such a counterfeit name was merely in the nature of a mark put upon the painting with a view to identifying it rather than a forged document or writing (Reg. v. Closs, D. & B. 460).

15. If two or three persons unite in preferring a false and malicious indictment, they may be indicted for conspiracy. If one person alone prefers such indictment he is not criminally liable in respect thereof.

ADMISSION OF ATTORNEYS.

MICHAELMAS TERM, 1867.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—
Saturday..... Nov. 23 | Monday..... Nov. 25

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Monday, the 25th November, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of

practice for the current year, at the secretary's office, Rolls-yard, on or before Saturday, the 23rd November.

The papers of those gentlemen who cannot be admitted at common law till the last day of term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

The final examination of gentlemen applying to be admitted as attorneys, took place at the Hall of the Incorporated Law Society, Chancery-lane, London, on the 12th and 13th instant. The Examiners were the Master Johnson (Court of Exchequer), Mr. William Ford, Mr. John M. Clabon, Mr. John Young, Mr. William Williams, and Mr. Arthur Ryland.

COURT PAPERS.

COURT OF QUEEN'S BENCH.

Michaelmas Term, 1867.

This Court will, on Tuesday, the 26th, and Wednesday, the 27th days of November instant, hold sittings, and will proceed in disposing of the cases in the special paper, and any other matters then pending; and will give judgment in cases standing for judgment; and will also hold a sitting on Monday, the 2nd day of December next, for the purpose of giving judgments only.

Mr. G. Druce, Q.C., of the Chancery Bar, who has just been appointed standing counsel to the University of Cambridge, was senior classic in 1843 and also a senior optime and second Chancellor's medallist. He is a fellow of Peterhouse and was called to the Bar, at Lincoln's Inn, in 1846.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Nov. 15, 1867.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½

Ditto for Account, 93½

3 per Cent. Reduced, 92½

New 3 per Cent., 93

Do. 3½ per Cent., Jan. '94 76

Do. 2½ per Cent., Jan. '94

Do. 5 per Cent., Jan. '72

Annuities, Jan. '80 —

Annuities, April, '85 12 11-16ths

Do. (Red Sea T.) Aug. 1908 20½

Ex. Bills, £1000, 30 per Ct.

Ditto, £500, Do 30

Ditto, £100 & £200, 32 pm

Bank of England Stock, 5½ per

Ct. (last half-year) 246

Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 223

Ditto for Account

Ditto 5 per Cent., July, '80 115½

Ditto for Account —

Ditto 4 per Cent., Oct. '88 100½

Ditto, ditto, Certificates, —

Ditto Enfaced Ppr., 4 per Cent. 100

Ind. Enf. Pr., 5 p C. Jan. '72, 103½

Ditto, 5½ per Cent., May, '79, 109

Ditto Debentures, per Cent.,

April, '64 —

Do. 5 per Cent., Aug. '73 106

Do. Bonds, 5 per Ct., £1000, 58 pm

Ditto, ditto, under £1000, 58 pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	80½
Stock	Glasgow and South-Western	100	102
Stock	Great Eastern Ordinary Stock	100	30½
Stock	Do., East Anglian Stock, No. 2	100	64
Stock	Great Northern	100	109
Stock	Do., A Stock*	100	111½
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	45½
Stock	Do., West Midland—Oxford	100	20
Stock	Do., do.—Newport	100	21
Stock	Lancashire and Yorkshire	100	122
Stock	London, Brighton, and South Coast	100	52½
Stock	London, Chatham, and Dover	100	184
Stock	London and North-Western	100	113½
Stock	London and South-Western	100	80
Stock	Manchester, Sheffield, and Lincoln	100	48
Stock	Metropolitan	100	121½
Stock	Midland	100	116½
Stock	Do., Birmingham and Derby	100	87
Stock	North British	100	34
Stock	North London	100	117
10	Do., 1866	5	6½
Stock	North Staffordshire	100	63
Stock	South Devon	100	47
Stock	South-Eastern	100	66½
Stock	Taff Vale	100	147
10	Do., C	—	—

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	£ 0 0 0	28 0 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	5 0 0	9 0 0
10000	7½ 2d pc	Equity and Law	100	6 0 0	7 15 0 0
20000	7½ 2d pc	English & Scot. Law Life	50	3 10 0	4 0 0
2700	5 per cent	Equitable Reversionary	105	—	91 0 0
4600	5 per cent	Do. New	50	50 0	43 15 0
5000	5 & 3 p. sh b	Gresham Life	20	5 0 0	—
20000	5 per cent	Guardian	100	50 0	46 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	0 15 0
7500	8½ per cent	Imperial Life	100	10 0	16 10 0
50000	6 per cent	Law Fire	100	2 10 0	5 0 0
100000	32½ per cent	Law Life	100	10 0	89 10 0
100000	10 per cent	Law Union	10	0 10 0	0 16 5
20000	9½ 6d pr sh	Legal & General Life	50	8 0	7 10 0
20000	5 per cent	London & Provincial Law	50	4 17 0	8 4 10 0
46000	10 pc & bs	North Brit. & Mercantile	50	6 5 0	15 10 0
2500	12½ & bns	Provident Life	100	10 0	38 0 0
689220	20 per cent	Royal Exchange	Stock	All	302 0 0
—	6½ per cent	Sun Fire	Stock	All	175 0 0
4000	—	Do. Life	Stock	All	63 0 0

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

The past week has witnessed very little alteration in the English funds, the demand has been dull but prices have remained pretty steady, and the balance has been slightly in favour of recovery. The Paris Bourse has maintained rather a gloomy aspect, but the English market has not this week sympathised so readily as before with its neighbour. From the Share Market the report is less favourable, though the latest advice reports a little improvement. Railway investments still continue in the rear. The Royal Bank of Liverpool is to be wound up under supervision of the Court.

Rentes, 68f. 7c.

Sir Travers Twiss, D.C.L., the newly-appointed Queen's Advocate-General, was admitted an advocate at Doctor's Commons in November, 1841, and became a Queen's Counsel in 1858. He had for many years been Her Majesty's Advocate in the Court of Admiralty, Vicar-General of the Archbishop of Canterbury, Chancellor of the dioceses of London, Lincoln, Hereford, and St. David's, Commissary-General of the City and Diocese of Canterbury. Since 1855 he has been Regius Professor of Civil Law in the University of Oxford, succeeding the late Dr. Phillimore, father of Sir Robert Phillimore, the present judge of the Court of Admiralty, whom he has himself recently succeeded in the office of Advocate-General.

Mr. William Stockley, senior member of the Liverpool firm of Stockley, Wrigley, and Stockley, has absconded, leaving behind him large liabilities. He has since been adjudicated a bankrupt, the act of bankruptcy being the absconding, in order, as alleged, to avoid his creditors.

Speaking of legal matters and Irish lawyers at the English Bar, reminds me that a learned judge, who also hails from your side of the Channel, set the court in a roar some little time ago by a quiet rejoinder to an observation made by one of the counsel in the case then under trial. The learned gentleman was arguing two points, and the first being ruled against him, and seeing that the second was equally untenable, he inquired whether he should proceed with it, adding emphatically, "I throw myself upon your Lordship's hands." "Mr. —," replied his Lordship, "The Court declines the burden." The manner of the judge and the Falstaff-like proportions of the advocate gave point to the reply.—*Dublin Daily Express (London Correspondent).*

FORGERY OF BANK NOTES.—The police at Havre have just made an important capture of forgers of notes from the Bank of Russia. Complete materials for producing the notes on a large scale were found on the premises, including a press, engraved scales, and iron stamps imitating the signature of the chief cashier of the Russian Bank. Notes in different stages of manufacture were also hanging on strings stretched across the room, which was heated to serve as a drying-room. The three prisoners, whose names are Szumuski, Yanawski, and a female, Vicars, all foreigners, were immediately sent to Paris to appear before an examining judge.

OLD AND BEST PRACTICE OF THE COURT.—In the case of the London, Chatham, and Dover Railway and the Imperial Credit Company, in which the documents are so voluminous, the council were about to state the case when Vice-Chancellor Stuart, before whom it came, said: The old and best practice is for the junior counsel to read the bill, and so to put the Court in possession of the case. Mr. Marten, the junior counsel, accordingly proceeded to read the bill, consisting of nearly 200 printed pages.—*Western Morning News.*

ESTATE EXCHANGE REPORT.

AT THE MART.

Nov. 5.—By MESSRS. FARNBOROUGH, CLARK, & CO.

Freehold, 2 plots of building land, fronting the New-road, Hounslow—Sold for £110.

By MESSRS. DEBENHAM, TEWSON, & FARMER.

Leasehold premises, No. 48, Great Portland-street, Oxford-street, let at £90 per annum; term, 16 years unexpired at £25 per annum—Sold for £480.

Freehold residence, known as Tudor-house, situate at the corner of West-hill-road, Wandsworth, let on lease at £125 per annum—Sold for £220.

Freehold residence, No. 1, Lansdowne-road, Wimbledon, let on lease at £180 per annum—Sold for £2,100.

Freehold residence, No. 4, Lansdowne-road, Wimbledon, let on lease at £100 per annum—Sold for £1,400.

Freehold residence, No. 7, Lansdowne-road, Wimbledon, let on lease at £105 per annum—Sold for £1,540.

Freehold residence, No. 18, Lansdowne-road, Wimbledon, let at £94 per annum—Sold for £1,300.

Freehold residence, No. 19, Lansdowne-road, Wimbledon, let on lease at £90 per annum—Sold for £1,280.

Freehold residence, No. 20, Lansdowne-road, Wimbledon, let on lease at £112 per annum—Sold for £1,680.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHANCE—On Nov. 8, at Oak-hill, Hampstead, the wife of George Chance, Esq., Barrister-at-Law, of a daughter.

NORGATE—On Nov. 8, at East Dereham, Norfolk, the wife of Charles B. L. Norgate, Esq., Solicitor, of a son.

RAVENHILL—On Nov. 11, at Kenwood-house, Belvedere-road, Upper Norwood, the wife of William Waldron Ravenhill, Esq., Barrister-at-Law, of a daughter.

SHARMAN—On Nov. 11, the wife of Mark Sharman, Esq., Solicitor, of Bedford, of a daughter.

MARRIAGES.

COOTE—COX—On Nov. 6, at the Church of Holy Trinity, Southwark, Frederick Robert Coote, Esq., Solicitor, of St. Ives, Hunts, to Anne Elizabeth, daughter of the late S. O. Cox, Esq., of the same place.

OFARRELL—STRATFORD—On Nov. 4, at the R.C. Cathedral, Dublin, W. M. O'Farrell, Esq., Solicitor, son of T. D. O'Farrell, Esq., Crown Solicitor for the county Galway, to Matilda, daughter of T. Stratford, Esq., Solicitor.

RENNIE—DE LA RUE—On Nov. 7, at St. John's Church, Paddington, Richard Temple Rennie, Esq., Barrister-at-Law, to Marie, widow of the late Thomas De la Rue, Esq.

STANFORD—BLAKE—On Nov. 9, at St. Peter's, Notting-hill, Alfred Stanford, Esq., Solicitor, of Blackheath, to Emily, daughter of the late John Blake, Esq.

DEATHS.

JESSOP—On Nov. 2, at Down End, Gloucestershire, aged 75, Anne, relict of Edward Jessop, Esq., Solicitor, of Dudley, Worcestershire.

OVERELL—On Nov. 4, Fanny Young Brooking, wife of William Overell, Esq., Solicitor, Leamington.

RICE—On Nov. 7, at 10, Blomfield-road, Maida-hill, Mary Ann, widow of the late Edward Rice, Esq., Solicitor, of Verulam-buildings, Gray's-inn, and Great Stanmore, Middlesex.

LONDON GAZETTES.

Winding-up of Joint Stock Companies

FRIDAY, NOV. 8, 1867.

LIMITED IN CHANCERY.

Enamel Porcelain Company (Limited).—Petition for winding up, presented Nov. 6, directed to be heard before the Master of the Rolls on Nov. 16. Flux & Co, East India-avenue, Leadenhall-st, solicitors for the petitioner.

Landshipping Colliery Company, Milford Haven (Limited).—Vice-Chancellor Malins has fixed Nov. 18 at 12, at his chambers, for the appointment of an Official Liquidator.

St. Endor China Clay Company (Limited).—Petition for winding up, presented Nov. 7, directed to be heard before the Master of the Rolls on Nov. 16. Nokes & Co, Finch-lane, Cornhill, solicitors for the petitioners.

Strathbyn Mining and Smelting Company (Limited).—All persons who claim all or any part of a sum of £480, or thereabouts, which is retained for distribution amongst such of the shareholders in the South Australian Copper Mining Company as should not exchange their shares for shares in this company, are required, on or before Dec. 4, to send their names and addresses, and the particulars of their claims, to Frederick Whinney, 8, Old Jewry. Tuesday, Dec 10 at 12, is appointed for hearing and adjudicating upon the said claims.

UNLIMITED IN CHANCERY.

Royal Bank of Liverpool.—Petition for winding up, presented Nov. 1, directed to be heard before Vice-Chancellor Malins, on Nov. 15. Gregory & Co, Bedford-row, solicitors for the petitioners.

STANNARIES OF CORNWALL.

West Condurrow Mining Company.—Petition for winding up, presented Nov. 4, directed to be heard before the Vice-Warden at the Prince's-hall, Truro, on Monday, Nov. 18 at 12. Affidavits intended

to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Nov. 14, and notice thereof must, at the same time, be given to the petitioners, their solicitors, or their agents. Hodge & Co, Truro, solicitors for the petitioners.

TUESDAY, NOV. 12, 1867.

LIMITED IN CHANCERY.

New Mansfield Copper and Silver Mining Company (Limited).—The creditors are required, on or before Dec. 14, to send their names and addresses, and the particulars of their debts or claims to Henry Chatteris, 1, Graham-bldgs, Basinghall-st. Saturday, Dec 31 at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Teign Valley Railway Company.—Petition for the confirmation of a scheme of arrangement between the company and its creditors was on Nov. 7, presented, and is directed to be heard before Vice-Chancellor Malins, on Nov. 22. Field & Co, Lincoln's-inn-fields.

Royal Bank of Liverpool.—Petition for winding up, presented Nov. 8, directed to be heard before Vice-Chancellor Malins, on Nov. 22. Link-laters & Co, Walbrook, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, NOV. 12, 1867.

Andrew, Giles, sen., Bagley-hill, Saddleworth, York, Gent. Dec. 7. Andrew v Andrew, V. C. Stuart.

Bedford, Wm Wade, Hawford, Worcester. Nov. 22. Shailer v Curtler, M. R.

Beldham, Allen, Portsea, Southampton, Draper. Dec. 1. Portsmoth, Poates, Gosport, and South Hants Banking Company v Bedlam, V. C. Malins.

Bruton, Jas, Palace New-rd, Lambeth. Nov. 30. Bruton v Bruton, V. C. Malins.

Charles, Hy, Fellall Hall, Stafford, Gent. Nov. 30. Eyton v Charles, V. C. Malins.

Clark, John, Thorpe-le-Soken, Essex, Hay and Corn Dealer. Dec. 4. Clark v Worts, V. C. Stuart.

Dancer, Amelia, Harrow, Spinster. Dec. 4. Layers v Dancer, M. R. Eldred, John, Holbeach, Lincoln, Gent. Dec. 1. Eldred v Crawley, V. C. Stuart.

Gimblett, Octavia, Ashted, Birm. Nov. 30. Gimblett v Bakewell, V. C. Malins.

Miller, Reader, Ryarsh, Kent. Dec. 6. Miller v Miller, V. C. Stuart.

Roberts, Richd. Child, Oakfield, Dorset, Gent. Dec. 11. Roberts v Roberts, V. C. Stuart.

Smith, Jas, New Milton, York, Esq. Dec. 5. Smith v Smith, V. C. Malins.

Smith, Joseph Bonverie, Portsea, Southampton, Gent. Dec. 2. Whitaker v Pittis, M. R.

Taylor, Thos, Cloughton-pk, Chester, Gent. Dec. 4. Chubb v Carter, M. R.

Whelen, Wm, Lancaster. Dec. 16. North-Western Railway Company v Holden, V. C. Stuart.

TUESDAY, NOV. 12, 1867.

Allen, Nathaniel, Empingham, Rutland. Dec. 4. Wilson v Atter, M. R.

Carson, John, Egry Abbey, nr Duffryn, Merioneth, Esq. Dec. 5. Williams v Foster, V. C. Malins.

Dootson, Richd, Bolton, Lancaster. Dec. 7. Dootson v Dootson, V. C. Malins.

Gimblett, Eliz, Edgbaston, nr Birm. Dec. 2. Gimblett v Perton, V. C. Malins.

Garbutt, John Mitchell, Thorpe-grange, nr Greta-bridge, York, Surgeon. Dec. 14. Bainbridge v Garbutt, V. C. Stuart.

Hewett, John Fredy Napier, Velindra Llanian, nr Haverfordwest, Pembroke. Dec. 16. Pridgeaux v Hewett, M. R.

Moseley, John, Gleham-house, Suffolk, Esq. Dec. 9. Rowley v Loft, M. R.

Nicholson, Robt, Giltz, Westmoreland, Yeoman. Dec. 5. Turner v Nicholson, V. C. Malins.

Pope, Thos, St Mary-at-hill, Coal Factor. Dec. 9. Bell v Pope, V. C. Malins.

Wavell, Thos, Londport, Southampton, Pensioner. Dec. 8. Wavell v Heffren, V. C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, NOV. 8, 1867.

Austin, Wm, Bland-st, Gt Dover-st, Southwark, Gent. Dec. 15. Simpson, Wm, Wellington-st, London-bridge.

Baster, Lucy, Winners-hill, Berks, Widow. Jan. 1. Wheeler, Wokingham.

Brun, Geo Emery, Biggleswade, Bedford, Grocer. Jan. 11. Chapman, Biggleswade.

Chillingworth, Wm, Gt Tower-st, Esq. Dec. 21. Lucas, Fenchurch-st.

Clarke, Thos Smallpeice, Berg Apton, Norfolk, Gent. Jan. 1. Woolsey, Norwich.

Crosswell, Josiah, Droitwich, Worcester, out of business. Dec. 18. Freer, Perry, Stourbridge.

Davies, Benj, Sudley, Warwick, Needle Manufacturer. Dec. 7. Richards, Redditch.

Davies, Susannah, Cribbinshop, Cardigan, Widow. Dec. 14. Lloyd Lampeter.

Fuller, Sam Hy, Highfield-villas, Camden-town, Gent. Jan. 15. Taylor & Co, Great James-st, Bedford-row.

Hodson, Clarissa Wagner, Staines, Middx, Spinster. Jan. 1. Wheatly, Southampton-bldgs, Chancery-lane.

Humphreys, Geo, Brimmon, Montgomery, Farmer. Dec. 1. Woosnam, Newtown.

Hurlow, Thos, Bridgend, Pembrokeshire, Merchant. Dec. 31. Lanning, Pembrok.

Huscroft, Wm, Wakefield, York, Innkeeper. Dec. 15. Simpson, Wakefield.

Jennison, Thos, Belper, Derby, High Bailiff. Jan 5. Jackson, Belper.
 Kirkpatrick, Saml, Queen-st, Cheapside, Grocer. Dec 7. Benham, Wigmore-st.
 Murray, Eugene, Walbrook-builders, Contractor. Dec 5. Lethbridge & Son, Abingdon-st, Westminster.
 Pares, Thos, Hopwell Hall, Derby, Esq. Jan 1. Miles & Co, Leicester.
 Pretty, Eliz, Bradford, York, Widew. Jan 8. Wood & Killick, Bradford.
 Lawrence, Eliz, Duchesse de Staapole, Paris. Dec 15. Harting, Lincoln's-inn-fields.
 Stedman, Wm Smith, Horsham, Sussex, Solicitor. Jan 20. Fearon & Co, Gt George-st, Westminster.
 Stibbs, Edwd, Kendall End, Farmer. Nov 30. Richards, Redditch, Townson, Jennett, Cranford, Middx. May 17. Morris & Co, Moorgate-st-chambers, Moorgate-st.
 Trowdsdale, Maria, Appleton-upon-Wiske, York, Widow. Dec 31. Jefferson, Northallerton.
 Whitelocke, Bulstrode Carleton, Uxbridge, Esq. Dec 31. Benham & Findell, Essex-st, Strand.
 Whittingham, Catherine, Lancaster, Widow. Dec 14. Sharp & Son, Lancaster.
 Wight, John Wight, Northampton, Esq. Jan 8. Cooke, Towcester.

TUESDAY, Nov. 12, 1867.

Baugh, Thos, Ruswick, York, Gent. Dec 2. Teale, Leyburn, Blaik, Wm, Barstall, Buckingham, Farmer. Dec 1. Kirby, Bicester.
 Chestham, Chas Fredk, Manch, Esq. Jan 20. Earle & Co, Manch. Cheney, Robt Hy, Badges Hall, Salop, Esq. Dec 21. Newill, Wellington-ton.
 Chillingworth, Wm, Gt Tower-st, Esq. Dec 21. Orton & Lucas, Fenchurch-st.
 Cundell, Danl, Scruton, York, Gent. Jan 1. Jefferson, Northallerton.
 Daniel, Hy, Nunhead, Peckham, Stonemason. Feb 28. Hepburn & Son, Bird-in-hand-st, Cheapside.
 Davies, Wm, Lpool, Mast and Bleek Maker. Dec 31. J. & H. Gregory, Lpool.
 Golden, Saml, Ramsey, Huntingdon, Farmer. Dec 24. Willders, Whittlesey.
 Harrison, Eliz, King Edward-st, Hackney. Feb 15. Arnold, Gravesend.
 Harpham, John, Gainsborough, Lincoln, Gent. Jan 1. Wood.
 Haythorne, Rev Joseph, Congresbury, Somerset, Clerk. Dec 26. Visard & Co, Dursley.
 Lipscomb, Chas, Alton, Southampton, Hop Planter. Jan 1. Hensman & Nicholson, College-hill.
 Martin, Ann, Bath, Widow. Dec 31. Low, Wimpole-st, Cavendish-sq.
 Ogle, Edwd Lodge, Warwick-st, Pimlico. Dec 30. Ashurst & Co, Old Jewry.
 Peters, Dani, Balsall Heath, Birm, Contractor. Dec 24. Dimbleby, Birm.
 Potts, Jane, Thaxted, Essex, Spinster. Dec 27. Wade, Gt Dunmow. Pybus, John Anderson, Corbridge, Northumberland, Gent. Jan 10. Hodge & Harie, Newcastle-upon-Tyne.
 Roberts, Robt, Llangollen, Denbigh. Dec 31. Richards, Llangollen.
 Scudder, John, Crayford, Kent, Linen Draper. Dec 15. Russell & Co, Old Jewry-chambers.
 Stickley, Thos, Tottenham, Gent. Dec 28. Heath & Parker, St Helen's-pk.
 Tomlins Fredk Guest, Painter's Hall, Little Trinity-lane, Journalist. Jan 15. Englefield, Wellington-chambers, D actor's-comms.
 Webster, Geo, Hall-fields, Leicester, Farmer. Jan 1. Miles & Co, Leicester.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 8, 1867.

Aicher, Hilary, Bristol, Watch Maker. Oct 10. Asst. Reg Nov 7.
 Challenger, Arthur, Gt Portland-st, Pianoforte Maker. Nov 2. Comp. Reg Nov 7.
 Chapman, Wm, Kennington-pk-rd, Leather Seller. Oct 22. Comp. Reg Nov 6.
 Caselberg, Wm, Aberdare, Glamorgan, Jeweller. Oct 8. Asst. Reg Nov 5.
 Catch, Geo, Albert-ter, Camden-rd, out of business. Nov 5. Comp. Reg Nov 7.
 Catling, Wm, Manch, Hosier. Oct 18. Comp. Reg Nov 7.
 Chick, Wm, Fisherton, Salisbury, Wilts, Chemist. Oct 10. Asst. Reg Nov 7.
 Coombes, John, Ryde, Isle of Wight, Grocer. Nov 2. Comp. Reg Nov 8.
 Cooper, Jas, Kentish-town-rd, Tailor. Nov 2. Asst. Reg Nov 8.
 Cox, Wm John, Bermondsey New-rd, Grocer. Nov 7. Comp. Reg Nov 8.
 Craig, Hugh, Lpool, Stockbroker. Nov 7. Asst. Reg Nov 8.
 Davis, Joseph Bedloe, Salisbury, Wilts, Builder. Oct 21. Asst. Reg Nov 7.
 Dear, John Wm, Palmerston-st, Battersea, Manure Contractor. Nov 5. Comp. Reg Nov 8.
 De Winter, Elizier, Commercial-st, Whitechapel, Leather Merchant. Nov 5. Comp. Reg Nov 8.
 Foster, Chas Jas, Crown-st, Fleet-st, Licensed Victualler. Oct 9. Comp. Reg Nov 6.
 Furness, John Geo, Wimbledon, Surrey, Auctioneer. Nov 5. Comp. Reg Nov 8.
 Garlick, Hy, jun, Kingsmead Mills, Somerford, Parva, Wilts, Mealman. Oct 23. Asst. Reg Nov 7.
 Garrod, Gee, Bridport-pk, New North-rd, Hoxton, Wholesale Milliner. Nov 7. Comp. Reg Nov 8.
 Hall, Edwd, Kingston-upon-Hull, Boot Maker. Oct 18. Comp. Reg Nov 8.
 Hall, John, Holywell, Flint, Flannel Manufacturer. Nov 1. Asst. Reg Nov 5.
 Hancock, Robt Wm, Margaret-st, Pentonyville, Butcher. Nov 6. Comp. Reg Nov 7.

Harriss, Geo, Bell-st, Edgware-rd, News Agent. Oct 16. Comp. Reg Nov 6.
 Hatch, Saml, Lpool, Engraver. Oct 24. Asst. Reg Nov 8.
 Hebert, Jas Deane, Trinity-sq, Tower-hill, Tavern Keeper. Nov 4. Comp. Reg Nov 6.
 Hitchin, Jas, Blackshots Farm, Orsett, Essex, Farmer. Nov 1. Asst. Reg Nov 6.
 Hoffmann, John Wm, Birm, Patentee. Oct 9. Comp. Reg Nov 5.
 Hunt, Chas, Heanor, Derby, Lace Maker. Oct 17. Comp. Reg Nov 8.
 Hustler, John, Halifax, York, Cabinet Maker. Oct 15. Asst. Reg Nov 8.
 Imbos, Danl, & Leopold, Mukle, Oxford-st, Musical Instrument Manufacturers. Nov 4. Comp. Reg Nov 7.
 Ingerserst, Geo, St Leonards-villa, Sunny Bank-rd, Norwood, Builder. Nov 5. Comp. Reg Nov 6.
 Isaacs, Hy, Cheetham, Manch, Jeweller. Nov 6. Comp. Reg Nov 7.
 Jackson, Thos Dean, & Richd Brige Ackroyd, Lpool, Merchants. Oct 14. Asst. Reg Nov 7.
 Jones, Hugh, Evertton, nr Lpool, Brewer. Nov 1. Asst. Reg Nov 7.
 Jones, Griffith, Rhedynogfelenfawr, Carnarvon, Farmer. Oct 26. Asst. Reg Nov 8.
 Jonynson, Thos, Water'oo, Lancaster, out of business. Nov 4. Comp. Reg Nov 7.
 Joy, Warner, Chatham, Kent, Confectioner. Oct 31. Comp. Reg Nov 7.
 Lairdman, John, Springfield, Cumberland, Farmer. Oct 12. Asst. Reg Nov 5.
 Manners, Wm, Nottingham, Patent Fleecy Hosiery Manufacturer. Oct 29. Comp. Reg Nov 8.
 Marchant, Wm, Sutton, Surrey, Beerhouse Keeper. Nov 4. Comp. Reg Nov 7.
 Mitchell, Geo Joseph, Newgate-market, Meat Salesman. Oct 25. Comp. Reg Nov 7.
 Moore, John, Euston-rd, Ironmonger. Oct 8. Asst. Reg Nov 5.
 Molynex, Hy Hearne, Watling-st, Warehouseman. Oct 14. Asst. Reg Nov 7.
 Naunton, John, Ipswich, Suffolk, Wheelwright. Nov 6. Comp. Reg Nov 7.
 Noble, Geo Chas, Wellingborough, Northampton, Builder. Oct 8. Comp. Reg Nov 5.
 Phillips, Jacob, Edwd Cohen, & Phil Cohen, Merchants, Birm. Oct 31. Comp. Reg Nov 6.
 Prangley, Chas Thos, Salisbury, Wilts, Agricultural Chemist. Oct 10. Comp. Reg Nov 8.
 Prime, Johnstone, Citizen-rd, Holloway, Cheesemonger. Oct 31. Comp. Reg Nov 7.
 Ramsey, Geo, & Jas Davis Ramsey, Richmond, Coach Builders. Oct 10. Comp. Reg Nov 6.
 Robinson, Geo Darnett, Windsor, Berks, Coach Builder. Nov 8. Comp. Reg Nov 8.
 Ross, Michael, Manch, Boot Maker. Oct 14. Comp. Reg Nov 6.
 Salter, Wm, Ryde, Isle of Wight, Hotel Keeper. Oct 28. Comp. Reg Nov 7.
 Schofield, Thos, jun, Ashton-under-Lyne, Lancaster, Innkeeper. Oct 11. Asst. Reg Nov 6.
 Slack, Joseph, Gt Warford, Chester. Nov 4. Comp. Reg Nov 8.
 Smart, John, Gt Warford, Chester, Farmer. Nov 2. Comp. Reg Nov 8.
 Smart, Lucy Ann, Gloucester, Bookseller. Oct 10. Comp. Reg Nov 6.
 Smith, Wm Hy, Carpenter. Nov 4. Comp. Reg Nov 7.
 Snell, Geo Blagrave, Chancery-lane, Snaithorpe Writer. Oct 23. Comp. Reg Nov 6.
 Stradling, Edward, Plymouth, Devon, Bookbinder. Oct 28. Comp. Reg Nov 7.
 Swann, Thos, Leeds, Joiner. Nov 4. Comp. Reg Nov 6.
 Thomas, Wm, Blaina, Monmouthshire, Grocer. Oct 8. Comp. Reg Nov 6.
 Thomson, Geo Wm, Eastbourne, Sussex, Chemist. Oct 9. Asst. Reg Nov 5.
 Thurman, Wm, & Houghton Ben Thurman, Nottingham, Bankers. Oct 12. Asst. Reg Nov 6.
 Tidy, Wm Whitworth, Stanhope-pk, Regent's-pk, Gent. Nov 4. Comp. Reg Nov 8.
 Vaughan, Charles, Southampton, Painter. Oct 38. Comp. Reg Nov 6.
 Vernon, Geo, Tarporley, Chester, Shoemaker. Oct 18. Asst. Reg Nov 7.
 Waite, Geo, Bristol, Boot Maker. Oct 10. Asst. Reg Nov 6.
 Wakefield, Michael, Grey Eagle-st, Spitalfields, Licensed Victualler. Oct 17. Comp. Reg Nov 8.
 Waring, Emma Scott, St Mark's-crescent, Notting-hill, Spinster. Oct 4. Comp. Reg Nov 1.
 Wilcher, Lewis John, High-st, Croydon, Oilman. Nov 5. Comp. Reg Nov 6.
 Woolfield, John Clowes, St Albans, Hertford, Comm Agent. Nov 4. Comp. Reg Nov 8.

TUESDAY, Nov. 12, 1867.

Adams, Jas, Wells-st, Oxford-st, Carman. Nov 4. Comp. Reg Nov 11.
 Andrew, Robt, Belton, Rutland, Baker. Oct 16. Asst. Reg Nov 12.
 Appleton, Anthony Herrick, Fremont-villa, Summerhill-rd, Tottenham, Clerk. Oct 29. Asst. Reg Nov 11.
 Armstrong, Edwd John Colehill, Warwick, Surgeon. Oct 24. Comp. Reg Nov 12.
 Barker, John, Broad-st, Lambeth, Licensed Victualler. Nov 5. Comp. Reg Nov 12.
 Barnard, Putrell Philip, Northampton, Tailor. Oct 18. Comp. Reg Nov 12.
 Battelle, Eliz, St Leonards, Sussex, Widow. Oct 25. Comp. Reg Nov 11.
 Bell, Richd, Robt Bell, & Thos Miller, Lpool, Merchants. Oct 22. Inspectorship. Reg Nov 12.
 Bill, Alfred Augustus, Aston, Warwick, Emery Manufacturer. Oct 29. Comp. Reg Nov 12.
 Bird, Geo King, Westbourne-grove, Jeweller. Oct 26. Asst. Reg Nov 9.

- Birkbeck, Emanuel, Manch. Grocer. Nov 1. Comp. Reg Nov 8.
 Boote, Wm Thos, Lpool, Grocer. Nov 4. Asst. Reg Nov 12.
 Brameld, The Rev Geo Wm, East Markham, Nottingham. Oct 16.
 Ass't. Reg Nov 17.
 Bristow, Edwd, Wrotham, Kent, Grocer. Nov 8. Comp. Reg Nov 11.
 Browning, Hy Harris, Old Jewry, Tailor. Oct 28. Comp. Reg Nov 11.
 Buch, Anthony, Noble-st, Foreign Importer. Oct 22. Comp. Reg Nov 11.
 Carne, Thos, Penzance, Cornwall, Builder. Nov 2. Asst. Reg Nov 12.
 Chatley, Wm, Roupell-st, Lambeth, Beer Retailer. Nov 11. Comp. Reg Nov 12.
 Clarke, Wm, Shelland, Suffolk, Farmer. Oct 12. Asst. Reg Nov 8.
 Cook, Thos Williams, Plymouth, Devon, Ironmonger. Oct 16. Asst. Reg Nov 11.
 Colnagh, Bernard Oswald, Stanley-villas, Chelsea, Advertising Agent. Nov 1. Comp. Reg Nov 11.
 Connor, Richd, Grove-passage, Hackney, Livery Stable Keeper. Nov 4. Comp. Reg Nov 8.
 Down, Chas Septimus, Lupton-cottage, Grosvenor-st, Camberwell, no occupation. Nov 1. Comp. Reg Nov 11.
 Dransfield, Robt, Leeds, Hat Manufacturer. Nov 1. Comp. Reg Nov 11.
 Ellis, Edwd, Penzance, Cornwall, Boot Maker. Oct 16. Comp. Reg Nov 11.
 Ellison, Wm, West Derby, nr Lpool, Cart Owner. Oct 30. Asst. Reg Nov 11.
 Ferguson, Jas, Plymouth, Devon, Draper. Oct 15. Asst. Reg Nov 9.
 Ferguson, John, Manch., Bookseller. Oct 21. Asst. Reg Nov 9.
 Fisher, Thos, Macclesfield, Chester, Innkeeper. Nov 6. Asst. Reg Nov 11.
 Flower, John Jerrard, Fulham-rd, Chemist. Oct 31. Comp. Reg Nov 12.
 French, Josias, jun, Merriott, Somerset, Draper. Oct 14. Inspectorship. Reg Nov 11.
 Gill, Wm, Princes-rd, Notting-hill, Bootmaker. Nov 9. Comp. Reg Nov 12.
 Goddard, Jas, & Edwd Collier, Manch., Warehouseman. Oct 12. Asst. Reg Nov 8.
 Hall, Geo, Driver, Ossulston-st, Euston-rd, Leather Seller. Oct 28. Comp. Reg Nov 12.
 Halstead, Edwd, & Saml Akroyd, Huddersfield, Yarn Spinners. Oct 31. Comp. Reg Nov 12.
 Heywood, Wm, Oldham, Lancaster, Cotton Waste Dealer. Nov 7. Comp. Reg Nov 11.
 Hood, Joseph, St John's-rd, Hoxton, Draper. Oct 25. Asst. Reg Nov 8.
 House, John, Sheffield, Bookbinder. Nov 5. Comp. Reg Nov 11.
 Howard, David Chas, Southampton, Smith. Oct 17. Asst. Reg Nov 9.
 Howl, Thos, & Edwd Howl, Weedon, Northampton, Iron Merchants. Nov 4. Comp. Reg Nov 9.
 Jones, Thos, Neath, Glamorgan, Draper. Oct 12. Asst. Reg Nov 8.
 Jones, John, Birm., Marine Store Dealer. Nov 1. Comp. Reg Nov 9.
 Jones, Robt Morgan, Merthyr Tydfil, Glamorgan, Flannel Draper. Nov 5. Comp. Reg Nov 12.
 Kimber, Hy, Fulham-rd, Brompton, Wine Merchant. Oct 26. Comp. Reg Nov 8.
 Kingsland, John, Clarendon-st, Notting-hill, out of business. Nov 9. Comp. Reg Nov 19.
 Winstanley, John Knight Wm Edmd, & Matthew Birkenhead, Earliestown, Lancaster, Paper Manufacturers. Nov 7. Comp. Reg Nov 12.
 Lang, Hy, Wellington-pl, Shadwell, Cork Manufacturer. Oct 22. Asst. Reg Nov 11.
 Litchfield, Jane, Haslemere, Surrey, Grocer. Nov 8. Comp. Reg Nov 12.
 Loveluck, John, Pontypridd, Glamorgan, Sinker. Oct 12. Comp. Reg Nov 9.
 Lyons, David Moss, Manchester-st, Manchester-sq, Comm Agent. Nov 1. Comp. Reg Nov 12.
 Marriott, Thos, Edmonton, Middx, Baker. Nov 7. Comp. Reg Nov 8.
 Mason, Steph, & Wm Manners, Nottingham, Cotton Merchants. Oct 29. Comp. Reg Nov 11.
 McIntosh, Alex, South-st, Manchester-sq, Baker. Oct 18. Comp. Reg Nov 12.
 Mitchellson, John, St John's Wood-ter, Decorator. Nov 7. Comp. Reg Nov 9.
 Moreton, Geo, Cardiff, Glamorgan, Boot Maker. Oct 16. Comp. Reg Nov 12.
 Osborne, Saml, Aldersgate-st, Crinoline Manufacturer. Oct 31. Ass't. Reg Nov 9.
 Over, Thos, & Elisha Over, Chester, Confectioners. Oct 22. Asst. Reg Nov 9.
 Oxley, Richd, jun, Beverley, York, Butcher. Oct 19. Asst. Reg Nov 12.
 Pallett, Arthur, Stratford, Essex, Draper. Oct 15. Asst. Reg Nov 12.
 Pattinson, Edward, St Leonard's-on-Sea, Sussex, Coal Merchant. Nov 5. Asst. Reg Nov 11.
 Pettinatti, Joseph, Long-acre, Confectioner. Aug 24. Comp. Reg Sept 24.
 Powell, Thos, jun, Old Forge, Hereford, Corn Factor. Oct 12. Comp. Reg Nov 8.
 Price, Strother, Blackstock-lane, Highbury, Commercial Traveller. Oct 24. Comp. Reg Nov 12.
 Fryer, Hy, Penzance, Cornwall, Boot Manufacturer. Oct 30. Asst. Reg Nov 11.
 Scattergood, Joseph, Burton-on-Trent, Stafford, Haberdasher. Oct 21. Asst. Reg Nov 11.
 Shields, Joseph Wm, Newport, Isle of Wight, Attorney's Clerk. Nov 7. Comp. Reg Nov 11.
 Small, Fanny Fuller, Redcliff-rd, Fulham-rd, Widow. Nov 7. Comp. Reg Nov 9.
 Smith, Thos, Sittingbourne, Kent, Draper. Oct 31. Comp. Reg Nov 11.
 Spike, Jas Batchelor, Fareham, Hants, Draper. Oct 19. Asst. Reg Nov 11.
 Stone, John, Blackwater, Southampton, Brewer. Oct 18. Comp. Reg Nov 11.
 Swinden, Wm Wolton, & Albert Berenshaw, Manch. Comm Agents. Oct 29. Asst. Reg Nov 11.
 Teague, Chas Alleyne, Birn, Draper. Oct 17. Comp. Reg Nov 11.
 Thomas, John, Carmarthen, Printer. Nov 4. Comp. Reg Nov 8.
 Thompson, Fras Danl, Ipswich, Suffolk, Schoolmaster. Oct 18. Comp. Reg Nov 11.
 Wackett, Wm, East India Dock-road, Bromley, Corn Merchant. Oct 25. Comp. Reg Nov 8.
 Walker, Arthur McPherson, Wyallif-ter, Lavender-hill. Nov 5. Comp. Reg Nov 11.
 Walker, Joseph Emblin, Chiswick, Builder. Nov 5. Comp. Reg Nov 11.
 Walton, Wm, Chelethenham, Gloucester, Draper. Oct 21. Asst. Reg Nov 12.
 Wetherwell, Wm, jun, Stockton, Durham, Tailor. Oct 30. Comp. Reg Nov 11.
 Whibley, Geo Hubble, Whitstable, Kent, Draper. Oct 29. Comp. Reg Nov 11.
 Whitehouse, Job, Wolverhampton, Stafford, Ironmaster's Clerk. Nov 8. Comp. Reg Nov 11.
 Williams, Wm, Llandansaint, Anglesey, Grocer. Oct 30. Comp. Reg Nov 11.
 Wood, John Alexander, Princess-st, Edgware-rd, Builder. Oct 12. Comp. Reg Nov 8.
 Wood, Wm, Kidsgrove, Stafford, Joiner. Nov 7. Comp. Reg Nov 11.
 Wright, Geo, Mews, York-ter, Regent's-pk, Cab Proprietor. Nov 7. Comp. Reg Nov 11.

Bankrupts

FRIDAY, Nov. 8, 1867.

To Surrender in London.

- Arnold, Chas, Prisoner for Debt, London. Pet Nov 4 (for pau).
 Murray, Nov 27 at 12. Edwards, Bush-lane, Cannon-st.
 Beatty, Wm, Prisoner for Debt, London. Pet Nov 4 (for pau).
 Murray, Nov 27 at 12. Dobie, Basinghall-st.
 Brown, Jas, jun, West-side, Bethnal-green, Licensed Victualler. Pet Oct 29. Murray, Nov 27 at 12. Linklaters & Co, Walbrook.
 Dewdney, Geo, Rickmansworth, Hertford, Carpenter. Pet Nov 4. Murray, Nov 27 at 11. Hope, Ely-pl, Holborn.
 Everatt, Wm, Eynsham, Oxfordshire, Draper. Pet Nov 4. Murray. Nov 27 at 12. Dobie, Basinghall-st.
 Grimwood, Edwd, Essex-rd, Islington, Tailor. Pet Oct 30. Murray. Nov 27 at 12. Worthington & Plunkett, Milk-st, Cheshire.
 Head, Wm, Prisoner for Debt, Lewes. Pet Nov 2. Nov 20 at 11. Chilton & Co, Chancery-lane.
 Henry, Clifford Felix, York-villas, Campden-hill, Kensington. Pet Nov 1. Nov 20 at 11. Girdwood, Old Jewry-chambers.
 Hustable, Mary Newton, St Paul's Church-yard, Housekeeper. Pet Nov 6. Pepys. Nov 21 at 1. Lewis & Lewis, Ely-pl, Holborn.
 Johnson, John Andrew, St Martin's-lane, Butcher. Pet Nov 5. Nov 20 at 1. Graville, St Swithin's-lane.
 Jones, Alfd, Roman-rd, Barnsbury, Flour Factor. Pet Nov 4. Pepys. Nov 21 at 12. King, Birch-in-lane.
 Justice, Jessie, Somers-pl, Hyde-pl, Lodging House-keeper. Pet Nov 4. Pepys. Nov 21 at 12. Dubois & Co, Church-passage, Gresham-st.
 Lee, Michael, Prisoner for Debt, London. Pet Nov 4 (for pau).
 Brougham, Nov 20 at 12. George, Fenchurch-st.
 Leach, Robt, Prisoner for Debt, London. Pet Nov 6 (for pau). Murray. Nov 27 at 1. George, Fenchurch-st.
 Mathes, Christian Fredk, Charlotte-st, Caledonian-rd, Baker. Pet Nov 5. Murray. Nov 27 at 12. Lewis & Sons, Wilmington-sq.
 McKee, Mary, Moor-pl, Fulham. Pet Nov 4. Nov 20 at 12. Cooper, Billiter-st.
 Nutley, Stephen, Holland-mows, Holland-rd, Kensington, Cab Proprietor. Pet Nov 7. Murray. Nov 20 at 2. Lewis & Whitbourne, Basinghall-st.
 O'Connor, Jas, sen, Bridge-pl, Greenwich, no business. Pet Nov 4. Nov 20 at 2. Off, Trinity-st, Southwark.
 Pells, Richd, High-st, Camden-town, Baker. Pet Nov 5. Nov 20 at 1. Emmets & Co, Bloomsbury-st.
 Ray, Hy, Bridport-pl, Hoxton, Greengrocer. Pet Nov 5. Pepys. Nov 21 at 1. Harrison, Basinghall-st.
 Redknap, Edwd Wm Thos Liddle, jun, & Hy Redknap, Richmond-bridge, Surrey, Boat Builders. Pet Nov 5. Murray. Nov 27 at 12. Linklaters & Co, Walbrook.
 Sayer, John Saunders, Pembroke-sq, Kensington, Business Agent. Pet Nov 6. Pepys. Nov 21 at 1. Parkes, Beaumont-bridge, Strand.
 Smith, John Willey, West Ham-lane, Stratford, Essex, Licensed Victualler. Pet Nov 4. Nov 20 at 12. Reep, Bishopsgate-st'.
 Swanston, John, Diss, Norfolk, Woollen Draper. Pet Nov 4. Murray. Nov 27 at 11. Chidley, Old Jewry.
 Swift, Richard Ford, Plumstead, Grocer. Pet Nov 1. Nov 20 at 1. Roots & Co, Eastcheap.
 Townsend, John, Jun, Surbiton, Grocer. Pet Nov 6. Murray. Nov 20 at 2. Marshall, Lincoln's-inn-fields.
 Tucker, Joseph Patrick, Southampton, China Dealer. Pet Nov 2. Nov 20 at 13. Marshall & Co, Leadenhall-st.
 Webb, Hy, Enfield-ter, Windmill-rd, Croydon, Colourman. Pet Nov 4. Pepys. Nov 21 at 1. Angell, Guildhall-yard.
 Weedon, Wm Geo, Grove-st, Commercial-rd East, Cooper. Pet Nov 4. Murray. Nov 27 at 11. Dobie, Basinghall-st.
 Weymouth, John, Talbot-rd, Kensington-park, Notting-hill, Master Plasterer. Pet Nov 1. Nov 20 at 11. George, Jermyn-st, St James'.

To Surrender in the Country.

Alyce, Thos, Prisoner for Debt, Bristol. Ad Nov 5 (for pau). Harry, Bristol, Nov 22 at 12.

- Appleton, Geo, Leeds, Joiner. Pet Nov 5. Marshall. Leeds, Nov 20 at 12. Harle, Leeds.
- Atkinson, Thos, Llandudno, Carnarvon, Contractor. Pet Nov 6. Lpool, Nov 20 at 12. Evans, Co, Lpool.
- Attwater, Thos Chipping, Liskeard, Cornwall, Druggist. Pet Oct 6. Childs, Liskeard, Nov 19 at 12. Coad.
- Bainbridge, Levi, Silverdale, Stafford, Licensed Victualler. Pet Nov 6. Chalinor, Handly, Nov 23 at 11. Walker, Burslem.
- Beaumont, Joseph Wilson, Sheffield, Doctor. Pet Nov 6. Leeds, Nov 20 at 12. Broomhead, Sheffield.
- Bell, Robt, Heigham, Norwich, Watchmaker. Pet Nov 5. Palmer, Norwich, Nov 20 at 11. Stanley, Norwich.
- Bird, Alf'd, Stanbridge, Bedford, Cattle Dealer. Pet Nov 4. Kipling, Leighton Buzzard, Nov 22 at 11. Nove, Luton.
- Bracewell, Sophia, Oldham, Lancaster, Milliner. Pet Nov 6. Macrae, Manch, Nov 21 at 12. Cobbett & Wheeler, Manch.
- Brewster, Wm, Market Harling, Norfolk, Gunsmith. Pet Nov 4. Francklin, Attleborough, Jan 2 at 10. Sudd, Norwich.
- Booker, John, Tunbridge Wells, Kent, Brickmaker. Pet Nov 4. Alleyne, Tunbridge Wells, Nov 25 at 3. Cripps, Tonbridge Wells.
- Bryce, Jas, Leeds, Wine and Spirit Merchant. Pet Oct 29. Leeds, Nov 21 at 11. Simpson, Leeds.
- Childs, John, Mansfield, Nottingham, Butcher. Pet Nov 5. Tudor, Birn, Nov 19 at 11. Cranch, Nottingham.
- Cox, Wm, Birn, Fruit Dealer's Assistant. Pet Oct 7. Guest, Birn, Nov 22 at 10. Parry, Birn.
- Cuthbert, Firman, Dover, Kent, Butcher. Pet Nov 5. Greenhow, Dover, Nov 22 at 12. Minter, Dover.
- Dale, Sam'l, Newchapel, Stafford, Ironmaster. Adj Oct 30. Hill, Birn, Nov 20 at 12. Hodges & Son, Birn.
- Dowd, Thos, Lpool, Boot Maker. Pet Nov 1. Lpool, Nov 21 at 11. Richardson & Co, Lpool.
- Evans, Howell, Llantrisant, Glamorgan, Builder. Pet Nov 4. Wilde, Bristol, Nov 20 at 11. Thomas, Pontypridd.
- Farrer, Joseph, West Vale, nr Halifax, York, Factory Hand. Adj Oct 15. Rankin, Halifax, Nov 22 at 10.
- Fieldsend, Robert, Leicester, Draper. Pet Nov 5. Tudor, Birn, Nov 19 at 11. Maples, Nottingham.
- Galliford, Wm Edwd, Barnstaple, Devon, Builder. Pet Nov 7. Exeter, Nov 22 at 12. Thorne, Barnstaple.
- Gerard, Joseph, New Wortley, nr Leeds, Shovel Maker. Pet Nov 2. Marshall, Leeds, Nov 20 at 12. Harle, Leeds.
- Goldthorpe, Frank, Bailey Carr, York, Grocer. Pet Oct 31. Nelson, Dewsbury, Nov 21 at 3.30. Nettleton, Wakefield.
- Green, Josiah Rickett, Bedford, Wheelwright. Pet Oct 31. Hinrich, Bedford, Nov 23 at 11. Conquest & Stimson, Bedford.
- Greenwood, Wm, Halifax, York, Spindle Manufacturer. Pet Nov 6. Rankin, Halifax, Nov 22 at 10. Storey, Halifax.
- Gubbins, Joseph, Birn, Journeyman Carpenter. Pet Aug 15. Guest, Birn, Nov 22 at 10. East, Birn.
- Hall, Geo Hy, Birn, Greengrocer's Assistant. Pet Oct 26. Guest, Birn, Nov 22 at 10. Parry, Birn.
- Halliday, Chas, Prisoner for Debt, Bristol. Adj Nov 5. Harley, Bristol, Nov 22 at 12.
- Hearfield, Wm Hy, Kingston-upon-Hull, out of business. Pet Nov 6. Phillips, Kingston-upon-Hull, Nov 20 at 12. Spurr & Chambers, Hull.
- Hearfield, John, Kingston-upon-Hull, Watchmaker. Pet Nov 5. Phillips, Kingston-upon-Hull, Nov 20 at 11. Spurr & Chambers, Hull.
- Hewitt, John Norton, Market Rasen, Lincoln, out of business. Pet Nov 6. Rhodes, Market Rasen, Nov 23 at 11. Saffery & Chambers, Market Rasen.
- Hurley, Geo, Pitton, Baker. Pet Oct 31. Lovell, Wells, Nov 16 at 12. Hobbs & Seal.
- Hussey, John, Napthill-common, Buckingham, Grocer. Pet Nov 5. Parker, High Wycombe, Nov 22 at 11. Spicer, Gt Marlow.
- Jebbott, Thos, Coventry, Warwick, Baker. Pet Nov 5. Kirby, Coventry, Nov 20 at 3. Smallbone, Coventry.
- Jepson, Thos Barber, Lpool, Cart Owner. Pet Nov 6. Lpool, Nov 21 at 11. Etty, Lpool.
- Jorner, Renben, Gt Malvern, Worcester, Baker. Pet Nov 6. Gough, Gt Malvern, Nov 22 at 11. Wilson, Worcester.
- Kemp, Geo, Bolton-upon-Dearne, York, Iron Merchant. Pet Nov 6. Newman, Rotherham, Nov 25 at 12. Woodhead, Doncaster.
- Leake, Arthur Hill, Hollinwood, nr Manch, Iron Founder. Pet Oct 24. Macrae, Manch, Nov 29 at 11. Leigh, Manch.
- Llewellyn, Richd, Nantyglo, Monmouth, Mill Manager. Pet Oct 31. Shepard, Tredegar, Nov 25 at 1. Harris, Tredegar.
- Lock, Wm, Bourton-on-the-Water, Gloucester, Beerhouse Keeper. Pet Nov 4. Anderson, Stow, Nov 20 at 10. Kirby, Banbury.
- Lockwood, Wm, Manch, Merchant. Pet Oct 28. Macrae, Manch, Nov 28 at 11. Leigh, Manch.
- Love, Thos, Prisoner for Debt, Lancaster. Adj Oct 16. Lpool, Nov 19 at 12.
- Medd, Joseph, Gloucester, Chemist. Pet Nov 4. Wilde, Bristol, Nov 20 at 11. Wilkes, Gloucester.
- Melldowes, Mary, Higginshaw, Oldham, Lancaster, Cotton Spinner. Pet Oct 26. Macrae, Manch, Dec 5 at 11. Leigh, Manch.
- Morley, Thos, Brighton, Sussex, Builder. Pet Nov 6. Everashed, Brighton, Nov 25 at 11. Lamb, Brighton.
- Morgan, John, jun, Dymnatt, Abercane, Brecon, Draper. Pet Nov 5. Wilde, Bristol, Nov 20 at 11. Press & Co, Bristol.
- Motttram, Thos, Gerrard Gee Cross, Chester, Beerseller. Pet Nov 2. Brooks, Hyde, Nov 27 at 11. Elliott, Manch.
- Newton, Wm Thos Roberts, Plymouth, Hotel Keeper. Pet Nov 2. Exeter, Nov 25 at 10. Beer & Kunde, Devonport.
- Reeve, Jas, Godmanchester, Huntingdon, out of business. Pet Nov 1. Margrete, Huntingdon, Nov 20 at 11. Hunt, Cambridge.
- Renshaw, Sam'l, Manch, Beer Retailer. Pet Nov 5. Macrae, Manch, Nov 22 at 11. Cobbett & Wheeler, Manch.
- Richardson, Wm, Stapleford, Nottingham, Butcher. Pet Nov 6. Patchett, Nottingham, Nov 27 at 11. Ashwell, Nottingham.
- Roberts, Hy, Middlesbrough, York, Beerhouse Keeper. Pet Nov 4. Crosby, Stockton-on-Tees, Nov 20 at 12. Clement, Stockton-on-Tees.
- Rogers, Jas, Bartley-green, Southampton, Farmer. Pet Nov 4. Thorndike, Southampton, Nov 20 at 12. Mackey, Southampton.
- Senior, Wm, Huddersfield, Woollen Spinner. Pet Oct 18. Jones, Huddersfield, Nov 29 at 10. Sykes, Huddersfield.
- Shattock, Thos, Prisoner for Debt, Taunton. Adj Oct 19. Giles, Taunton, Nov 23 at 11. Trenchard, Taunton.
- Simcock, Jas, Burslem, Stafford, Wheelwright. Pet Nov 23. Challinor, Hunley, Nov 23 at 11. Tomkinson, Burslem.
- Skelsey, Wm, Worley, nr Leeds, Brick Maker. Pet Nov 2. Marshall, Leeds, Nov 20 at 12. Harle, Leeds.
- Smith, Wm, Nottingham, Coal Dealer. Pet Nov 5. Patchett, Nottingham, Nov 27 at 11. Smith, Nottingham.
- Smith, Wm, Everton, nr Lpool, Builder. Pet Nov 4. Lpool, Nov 19 at 11. Richardson & Co, Lpool.
- Smith, Wm Edmonds, Phillack, Cornwall, Cooper. Pet Nov 5. Peter, Redruth, Dec 3 at 11. Trevana, Redruth.
- Stinchcombe, Geo, Prisoner for Debt, Monmouth. Adj Oct 9. Roberts, Usk, Nov 20 at 10. George, Monmouth.
- Strong, Fredk, Derby, Plumber. Pet Nov 1. Weller, Derby, Nov 21 at 12. Brigg, Derby.
- Sykes, Edwd, Glossop, Derby, Retailer of Beer. Pet Nov 4. Macrae, Manch, Nov 22 at 11. Reddish, Manch.
- Thompson, Joseph, Middlesbrough, York, Journeyman Joiner. Pet Nov 6. Crosby, Stockton-on-Tees, Nov 25 at 11.30. Dobson, Middlesbrough.
- Walker, Geo, Sheffield, Fender Manufacturer. Pet Nov 5. Rodgers, Sheffield, Nov 21 at 1. Binney & Son, Sheffield.
- Walker, Geo Alex, Plymouth, Devon, no trade. Pet Nov 5. Exeter, Nov 25 at 10. Rooker & Co, Plymouth.
- Whalley, David, Yeadon, York, Cloth Manufacturer. Pet Oct 30. Carr, Otley, Nov 18 at 11. Hartley, Otley.
- Whelan, Thos, Lpool, Pork Butcher. Pet Nov 6. Lpool, Nov 21 at 11. Etty, Lpool.
- White, Wm, Scarborough, York, Innkeeper. Pet Oct 25. Woodall, Scarborough, Nov 15 at 2. Dale, York.
- Wilkinson, John, Stainland, Wore, Herford, Builder. Pet Nov 6. Spence, Herford, Nov 19 at 3. Cobham, Ware.
- Wilson, Enoch, Eastington, York, Labourer. Pet Nov 5. Porter, Howden, Nov 21 at 12. Green, Howden.
- Woodburn, Edwd, Hawcoat, Lancaster, Butcher. Pet Oct 28. Postlethwaite, Ulverston, Nov 14 at 10. Jackson, Ulverston.

TUESDAY, Nov. 12, 1867.

To Surrender in London.

- Bartlett, Geo Bateman, Upper Gloucester-pl, Dorset-sq, Dentist. Pet Nov 7. Nov 27 at 12. Nind, Basinghall-st.
- Chilton, Walter Jas, Loughton, Essex. Pet Nov 9. Nov 27 at 1. Merriman & Co, Queen-st, Cheapside.
- Dodd, Montague, Philbrick-ter, Nunhead-lane, Peckham, out of business. Pet Nov 8. Pepys, Nov 28 at 12. Rook & Co, Eastcheap.
- Duffin, Edwd Felix, High-st, Camden-town, Chimney Sweeper. Pet Nov 9. Pepys, Nov 28 at 2. Marshall, Lincoln's-inn-fields.
- Dumeigne, Geo Cotton, Chertsey, Surrey, Licensed Victualler. Pet Nov 7. Pepys, Nov 28 at 1. Asby, Clement's-lane, Lombard-st.
- Fothergill, John Wm, York-st West, Commercial-rd, Stepney, Clerk. Pet Nov 9. Murray, Dec 2 at 12. Popham, Basinghall-st.
- Gale, Geo Thos, Winchester, Hants, General Dealer. Pet Nov 8. Nov 27 at 1. Jones, New Inn.
- Hall, Hy, jun, Lanark-pl, Maida-hill, Carrier. Pet Nov 7. Murray, Nov 27 at 1. Johnson, High-st, Marylebone.
- Ince, Edwd Percy, Masborough-rd, Hammersmith, Shorthand Writer. Pet Nov 7. Murray, Nov 27 at 1. Merriman & Buckland, Queen-st, Cheapside.
- Izod, Wm Hy, New Cut, Lambeth, Greengrocer. Pet Nov 7. Pepys, Nov 28 at 12. Padmore, Westminster-bride-rd.
- James, John, & Wm Weatherby, William-st, Shoreditch, Paper Stainers. Pet Nov 5. Nov 27 at 11. Beard, Basinghall-st.
- Kennard, David, sen, Lamborne, Berks, Surgeon. Pet Nov 4. Nov 27 at 11. Loft, Parliament-st.
- Lipscomb, Fredk, Headington, nr Oxford, Butter Factor. Pet Nov 8. Murray, Dec 2 at 11. Dobie, Basinghall-st.
- Manser, Wm, Norwich, Corn Merchant. Pet Nov 7. Murray, Nov 27 at 1. Chidley, Old Jewry.
- Maynard, Hy Edgar, Bowlngr-st, Westminster, Licensed Victualler. Pet Nov 7. Nov 27 at 12. Carter, Austinfriars.
- McDonell, Wm, Russell-st, Poplar, Fire-light Manufacturer. Pet Nov 6. Pepys, Nov 28 at 2. Haines, jun, Serjeants'-inn, Fleet-st.
- Savers, Edwin, Lower-grove, Wandsworth, Carpenter. Pet Nov 2. Pepys, Nov 28 at 2. Tandy, Ely-pl, Holborn.
- Sharp, Wm, Prisoner for Debt, London. Pet Nov 9 (for pau). Pepys, Nov 28 at 2. Goatey, Bow-st, Covent-garden.
- Shepard, John, Lincoln-st, King-rd, Messenger. Pet Nov 7. Pepys, Nov 28 at 12. Butcher, Bouverie-st, Fleet-st.
- Sydenham, Jas, Poole, Hants, Bootmaker. Pet Nov 8. Murray, Dec 2 at 11. Skilbeck & Griffith, Bedford-row.
- Turner, John, Leighton Buzzard, Bedfordshire, no business. Pet Nov 8. Pepys, Nov 28 at 1. Dobie, Basinghall-st.
- Warden, John Wm, & Thos Bailey, Maddox-st, Regent-st, Drapers. Pet Nov 5. Pepys, Nov 28 at 11. Torr & Co, Bedford-row.
- Yaxley, Thos, jun, Sydney-rd, Stockwell, out of business. Pet Nov 9. Pepys, Nov 28 at 1. Steinberg, Bread-st.
- Yaxley, Geo, Sydney-rd, Stockwell, Bookkeeper. Pet Nov 7. Murray, Nov 27 at 1. Steinberg, Bread-st.

To Surrender in the Country.

- Algier, Wm, sen, Market Deeping, Lincoln, Gardener. Pet Nov 7. Bell, Bourl, Nov 27 at 12. Sharpe & Son, Market Deeping.
- Appleton, Wm, Prisoner for Debt, Lancaster. Pet Nov 9. Murray, Manch, Nov 27 at 11. Mann, Manch.
- Atyeo, Thos, Prisoner for Debt, Bristol. Adj Nov 5 (for pau). Harley, Bristol, Nov 22 at 12.
- Barrett, Joseph, Prisoner for Debt, Manch. Pet Nov 6. Kay, Manch, Dec 3 at 9.30. Ambler, Manch.
- Bonny, Geo, Lpool, Licensed Victualler. Pet Nov 9. Lpool, Nov 23 at 11. Brenner, Lpool.
- Bradford, Walter, Eastbourne, Sussex, Journeyman Carpenter. Pet Nov 4. Blaker, Lewes, Nov 25 at 11. Hillman, Lewes.
- Crawford, Alfred, Chester, Currier. Pet Nov 8. Lpool, Nov 22 at 12. Cartwright, Chester.

Day, Wm Jas, sen, Yarmouth, Isle of Wight, Mariner. Pet Nov 6. Blake, Newport, Nov 23 at 11. Beckingsale, Nowport. Derrick, Chas, Rochdale, Lancaster, Iron Moulder. Pet Nov 6. Jackson, Rochdale, Nov 26 at 11. Whitehead, Rochdale. Edwards, Isaac, Kidderminster, Worcester, Tailor. Pet Nov 9. Talbot, Kidderminster, Nov 26 at 11. Crowther, Kidderminster. Fell, Wm, Carval, Cornwall, Miner. Pet Nov 6. Carlyon, St Austell Nov 23 at 11. Meredith, St Austell. Filkin, Benj, Tettenhall, Stafford, Blacksmith. Pet Oct 22. Brown, Wolverhampton, Nov 25 at 12. Walker, Wolverhampton. Goodall, Richd, Thos, Clay-cross, Derby, Surgeon. Pet Nov 8. Wake, Chesterfield, Dec 3 at 11. Gee, Chesterfield. Gedley, Ann, Bishop Wearmouth, Durham, Innkeeper. Pet Nov 8. Marshall, Sunderland, Nov 29 at 11. Dixon, Sunderland. Hammond, Hy, Blue-town, Sheerness, Kent, Licensed Victualler. Pet Nov 8. Wailes, Sheerness, Nov 26 at 1. Hayward, Rochester. Hancock, John, Wolverhampton, Stafford, Horse Dealer. Pet Nov 9. Tuck, Birm, Nov 29 at 12. Bartlett, Wolverhampton. Hanson, John, jun, Dewsbury, York, Leather Seller. Pet Nov 8. Nelson, Dewsberry, Nov 28 at 3.30. Myers, Leeds. Harris, Joseph Leamington Priors, Warwick, Grocer. Pet Oct 31. Tibbitts, Warwick, Nov 23 at 11. Overall, Leamington Priors. Harvey, Hy, Haxey, Lincoln, Shopkeeper. Pet Nov 7. Burton, Gainsborough, Nov 26 at 12. Bladon, Gainsborough. Hopkins, Robt Widdowson, Salford, Lancaster, Comm Agent. Pet Nov 8. Hulton, Salford, Nov 23 at 9.30. Shipman, Manch. Jeffry, Wm, Wolverhampton, Stafford, Licensed Victualler. Pet Nov 6. Brown, Wolverhampton, Nov 25 at 12. Sir, Wolverhampton. Jones, John, Llandudno, Carnarvon, Chemist. Pet Nov 1. Lpool, Nov 22 at 11. Harris, Lpool. Lots, Elijah, Mildenhall, Suffolk, Poulterer. Pet Nov 9. Reed, Mildenhall, Nov 23 at 10. Bye, Soham. Marsden, Isaac, Prisoner for Debt, York. Adj Sept 14. Marshall, Leeds, Dec 5 at 12. Harle, Leeds. Mitchell, Robt Brightmore, Bakewell, Derby, Ironmonger. Pet Nov 8. Hubbersey, Bakewell, Dec 14 at 12. Unwin, Sheffield. Neville, Wm John, West Bromwich, Stafford, Retail Brewer. Pet Nov 7. Hill, Birm, Nov 22 at 12. Jackson, West Bromwich. Oldham, Chas, Rugeley, Stafford, no profession. Pet Nov 9. Hill, Birm, Nov 27 at 12. Bowen, Stafford. Perman, Alfred Edwd Peter, Manch, Hosier. Pet Nov 7. Kay, Manch. Des 3 at 9.30. Gardner, Manch. Purchas, Wm Hy, Wakefield, York, Comm Agent. Pet Nov 7. Mason, Wakefield, Nov 26 at 11. Fernandes, Wakefield. Proundfoot, Wm, Penrith, Cumberland, Dyer. Pet Nov 7. Varty, Penrith, Nov 22 at 10. Arnison, Penrith. Privett, Wm, Bishop's Waltham, Southampton, Carpenter. Pet Nov 8. Gunner, Bishop's Waltham, Nov 23 at 11. Field, Groport. Payne, Robt, Stofold, Bedford, Pig Dealer. Pet Nov 7. Hooper, Biggleswade, Nov 27 at 10. Barker, Biggleswade. Richards, Jas, Phillack, Cornwall, Iron Moulder. Pet Nov 7. Peter, Redruth, Dec 3 at 11. Holloway, Redruth. Rudge, Saml Holloway, Birm, Grocer. Pet Aug 21. Tudor, Birm, Nov 22 at 12. Hodgson & Son, Birm. Russell, John, Lpool, Cart Owner. Pet Nov 9. Lpool, Nov 25 at 11. Blackhurst, Lpool. Seymour, Owen, Hayward's Heath, Sussex, out of business. Pet Nov 7. Waugh, Cuckfield, Nov 23 at 11.15. Lamb, Brighton. Sherlock, Thos, Harborne, Clerk. Pet Nov 9. Hill, Birm, Nov 27 at 12. Fallows, Birm. Stephenson, Thos, Easington, Durham, Butcher. Pet Nov 6. Wright, Seaham Harbour, Nov 26 at 11. Bell, Sunderland. Stileke, Carl, Sunderland, Durham, Hair Dresser. Pet Nov 7. Gibson, Newcastle-upon-Tyne, Nov 26 at 12. Robinson, Sunderland. Traverse, John, Hulme, Lancaster, Joiner. Pet Nov 8. Hulton, Salford, Nov 23 at 9.30. Ambler, Manch. Webb, John, Coventry, Warwick, out of business. Pet Nov 6. Kirby, Coventry, Nov 26 at 3. Smallbone, Coventry. Wheale, Wm, Tipton, Stafford, Labourer. Pet Nov 5. Walker, Dudley, Nov 28 at 12. Topham, West Bromwich. Williams, Thos, Four Crosses, Merioneth, Engineer. Pet Nov 4. Jones, Portmadoc, Nov 22 at 11. Beesee, Portmadoc. Winter, Wm, Denton, Sussex, Coal Dealer. Pet Nov 7. Blaker, Lewes, Nov 25 at 11. Jones, Lewes. Wray, Wm, Brigg, Lincoln, Watchmaker. Pet Nov 9. Leeds, Nov 27 at 12. Hett & Co, Brigg.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 8, 1867.

Barnes, Thos, Church-row, Bethnal-green, Boot Manufacturer. Nov 4. TUESDAY, Nov. 12, 1867.

Darling, Jas, Wickhill, nr Bracknell, Berks, Veterinary Surgeon. Nov 11. Wilson, Wm Bowdler, Wye-villas, Philip-lane, Tottenham, Clerk. Nov 8.

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